

<i>SERFF Tracking Number:</i>	<i>FIVE-126040674</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>5 Star Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>41603</i>
<i>Company Tracking Number:</i>	<i>GERBASIC 1208</i>		
<i>TOI:</i>	<i>L08 Life - Other</i>	<i>Sub-TOI:</i>	<i>L08.000 Life - Other</i>
<i>Product Name:</i>	<i>New True Group Employer</i>		
<i>Project Name/Number:</i>	<i>Group Basic Life & AD&D/BASIC R1208-AR</i>		

Filing at a Glance

Company: 5 Star Life Insurance Company

Product Name: New True Group Employer

TOI: L08 Life - Other

Sub-TOI: L08.000 Life - Other

Filing Type: Form

SERFF Tr Num: FIVE-126040674

SERFF Status: Closed-Approved-Closed

Co Tr Num: GERBASIC 1208

Author: Carol Devine

Date Submitted: 02/19/2009

State: Arkansas

State Tr Num: 41603

State Status: Approved-Closed

Reviewer(s): Linda Bird

Disposition Date: 02/23/2009

Disposition Status: Approved-Closed

Implementation Date:

Implementation Date Requested: On Approval

State Filing Description:

General Information

Project Name: Group Basic Life & AD&D

Project Number: BASIC R1208-AR

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Filing Status Changed: 02/23/2009

Status of Filing in Domicile: Not Filed

Date Approved in Domicile:

Domicile Status Comments:

Market Type: Group

Group Market Size: Small and Large

Group Market Type: Employer

Explanation for Other Group Market Type:

State Status Changed: 02/23/2009

Created By: Carol Devine

Corresponding Filing Tracking Number:

Deemer Date:

Submitted By: Mildred Hunt

Filing Description:

GERBASICPOLICY R1208-AR - Group Term Life and Accidental Death and Dismemberment Insurance Policy

GERCERTCV R1208 - Certificate Validation

GERBASICCERT R1208-AR - Group Term Life and Accidental Death and Dismemberment Insurance Employee Certificate

GER RIDER 1 R1208 - Common Carrier Benefit

GER RIDER 10 R1208 - Rate Guarantee Rider

GER RIDER 11 R1208 - Critical Illness Benefit Rider

GER RIDER 12 R1208 - Domestic Partner Definition Rider

GERPOLICYAPP R1208 - Application for Group Insurance

SERFF Tracking Number: FIVE-126040674 State: Arkansas
Filing Company: 5 Star Life Insurance Company State Tracking Number: 41603
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TOI: L08 Life - Other Sub-TOI: L08.000 Life - Other
Product Name: New True Group Employer
Project Name/Number: Group Basic Life & AD&D/BASIC R1208-AR

GERENROLL R1208 - Group Life Insurance Enrollment Form

Company and Contact

Filing Contact Information

Carol Devine, Contract Manager cdevine@afba.com
909 North Washington Street 703-299-5788 [Phone]
Alexandria, VA 22314 703-244-0214 [FAX]

Filing Company Information

5 Star Life Insurance Company CoCode: 77879 State of Domicile: Louisiana
909 North Washington Street Group Code: 77879 Company Type: Life Insurance
Company
Alexandria, VA 22314 Group Name: NAIC State ID Number:
(703) 706-5975 ext. [Phone] FEIN Number: 54-1829709

Filing Fees

Fee Required? Yes
Fee Amount: \$100.00
Retaliatory? Yes
Fee Explanation: Per filing: 1 x \$100.00 = \$100.00
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
5 Star Life Insurance Company	\$100.00	02/19/2009	25827122

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	02/23/2009	02/23/2009

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Disposition

Disposition Date: 02/23/2009

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		No
Supporting Document	Actuarial Memorandum		No
Supporting Document	Statement of Variability		Yes
Supporting Document	Cover Letter		Yes
Form	Group Term Life and Accidental Death and Dismemberment Insurance Policy		Yes
Form	Certificate Validation		Yes
Form	Group Term Life and Accidental Death and Dismemberment Insurance		Yes
	Employee Certificate		
Form	Common Carrier Benefit		Yes
Form	Rate Guarantee Rider		Yes
Form	Critical Illness Benefit Rider		Yes
Form	Domestic Partner Definition Rider		Yes
Form	Application for Group Insurance		Yes
Form	Group Life Insurance Enrollment Form		Yes

SERFF Tracking Number: FIVE-126040674 State: Arkansas

Filing Company: 5 Star Life Insurance Company State Tracking Number: 41603

Company Tracking Number: GERBASIC 1208

TOI: L08 Life - Other Sub-TOI: L08.000 Life - Other

Product Name: New True Group Employer

Project Name/Number: Group Basic Life & AD&D/BASIC R1208-AR

Form Schedule

Lead Form Number: GERBASICPOLICY R1208-AR

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	GERBASIC POLICY R1208-AR	Policy/Cont	Group Term Life and Initial				GERBASICPOLICY R1208-AR (Part 1).pdf
		ract/Fratern	Accidental Death and				GERBASICPOLICY R1208-AR (Part 2).pdf
		al	Dismemberment				GERBASICPOLICY R1208-AR (Part 2).pdf
		Certificate	Insurance Policy				GERBASICPOLICY R1208-AR (Part 2).pdf
	GERCERT CV R1208	Certificate	Certificate Validation	Initial			GERCERTCV R1208 Certificate Validation.pdf
		Amendmen					
		t, Insert					
		Page,					
		Endorseme					
		nt or Rider					
	GERBASIC CERT R1208-AR	Certificate	Group Term Life and Initial				GERBASICCERT R1208-AR.pdf
			Accidental Death and				
			Dismemberment				
			Insurance Employee				
			Certificate				
	GER RIDER 1 R1208	Policy/Cont	Common Carrier	Initial			GER RIDER 1 R1208.pdf
		ract/Fratern	Benefit				
		al					
		Certificate:					
		Amendmen					
		t, Insert					
		Page,					
		Endorseme					
		nt or Rider					
	GER RIDER 10 R1208	Policy/Cont	Rate Guarantee	Initial			GER RIDER 10 R1208.pdf
		ract/Fratern	Rider				
		al					

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R1208	al	
	Certificate:	
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	Page,	
	Endorseme	
	nt or Rider	
GERPOLIC	Application/ Application for Group Initial	GERPOLICY
YAPP	Enrollment Insurance	APP
R1208	Form	R1208.pdf
GERENRO	Application/ Group Life Insurance Initial	GERENROLL
LL R1208	Enrollment Enrollment Form	R1208 (1-
	Form	09).pdf



A Baton Rouge, Louisiana Company

Administrative Office: [421 S. 9th Street, Suite 222, Lincoln, NE 68508 • 866-863 9753 • www.5starima.com]

5 Star Life Insurance Company (5 Star Life) agrees with the Policyholder to pay the benefits and provide the other rights set forth in this Policy (the Policy). Such agreement is subject to all conditions and provisions of the Policy.

POLICY NUMBER: [Employer ID#]

POLICY EFFECTIVE DATE: [November 1, 2008]

POLICYHOLDER: [John Doe Group Employer, Inc.]
[Anytown, State]

JURISDICTION OF ISSUE:

The Policy is delivered in [Jurisdiction]. It is governed by the laws of that jurisdiction.

POLICY ANNIVERSARIES:

[November 1] of [2009] and of each succeeding year.


PREMIUM DUE DATES:

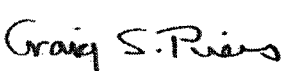
The Policy Effective Date; and the first day of each succeeding month.

The Policy is issued in consideration of the Policyholder's application and payment of premiums. It takes effect on the Policy Effective Date.

The conditions and provisions in this and the following pages and in amendments, riders and exhibits included at issue or added thereafter are a part of the Policy.

5 Star Life has executed the Policy as of [November 1, 2008] at Alexandria, Virginia.

[]
Secretary

[]
President

Filing version with variables explained

GROUP TERM [LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT] INSURANCE POLICY
Non-Participating
[Including an Accelerated Benefit]

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SCHEDULE OF BENEFITS

Classes of Employees Eligible for Insurance

Class {1}: {All Employees}

{[EMPLOYEE] LIFE AND ACCIDENTAL DEATH [AND DISMEMBERMENT (AD&D)] INSURANCE }

[Amount of [Basic] Life Insurance]: An amount equal to \$10,000 to \$500,000 or to a multiple of annual Earnings.

[Amount of Optional Life Insurance]: An amount equal to \$10,000 to \$500,000 or to a multiple of annual Earnings.

[Maximum Amount of Life Insurance]: The combined amount of Basic and Optional Life Insurance cannot exceed the lesser of {1} times annual Earnings or {\$500,000}.

[Principal Sum of {Basic and Optional} AD&D Insurance]: An amount equal to {the Employee's Amount of {Basic and Optional} Life Insurance }.

[No Evidence Limit for Employee {Basic and Optional} Life Insurance]: The combined amount of {Basic and Optional} Life Insurance cannot exceed the lesser of {\$10,000} or {\$250,000}.

[No Evidence Limit for Employee Optional Life Benefit]: \${10,000.00} to {\$250,000}.

[Note]: After initial election, Evidence of Insurability is required for any election that increases the amount by more than one (1) whole number multiple of {\$5,000}.

[Note]: After initial election, Evidence of Insurability is required for any election that increases the amount by more than {one half (½) times} annual Earnings.

Reduction Rule: The scheduled amounts of Life Insurance [, including Employee Optional Life] [and AD&D] Insurance] are reduced as follows:

<u>[Employee's Attained Age]</u>	<u>Percentage of Reduction from Amount in Effect</u> <u>Just Prior to Age 65</u>
{65}	{35%}
{70}	{50%}
OR	
<u>[Employee's Attained Age]</u>	<u>Percentage of Reduction from Amount in Effect</u> <u>Just Prior to Age 65</u>
{65}	{35}%
{70}	{65}%
{75}	{75}%
{80}	{85}%

{DEPENDENT LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D) INSURANCE }

[Dependent [Scheduled] Life Insurance Benefit]

<u>Classification</u>	<u>Amount of</u> <u>Life Insurance</u>
Spouse	\$(1,000.00)
Children	
[Age {14 days} to 6 months]	\$(100.00)
[Age 6 months to 2 years]	\$(200.00)
[Age 2 years to 3 years]	\$(400.00)
Age {3 years} to end of Dependent status**	\$(500.00)

** See DEFINITION provision in General Provisions for applicable Dependent definition for Life Benefit.]

SCHEDULE OF BENEFITS

[Dependent Optional Group Life [and [Spouse] AD&D] Insurance]

The Employee's enrolled Dependents are insured for the amount selected on the enrollment application and, if appropriate, approved by Us.

Spouse Optional Benefit:

Maximum of {\$5,000}. Minimum : {\$5,000.}

Reduction will be according to {Employee} Age and [the following]Reduction Schedule[:

<u>Spouse's Attained Age</u>	<u>Percentage of Reduction from Amount in Effect Just Prior to Age 65</u>
65	{50%}
70	{75%}
75	100%]

[In no event will the amount of Spouse benefit exceed 50% of the Employee's {Optional} Life benefit amount. Reduction of the Employee's benefit amount under the Employee Reduction Schedule may affect the Spouse's benefit amount.]

[Dependent Spouse No Evidence Limit: {\$5,000}]

[Child Life [and AD&D] Benefit: {\$2,500}, {\$5,000}, {\$7,500}, or {\$10,000} as selected on enrollment application.

Age {14 days} to 6 months: {\$500.00}

Age 6 months to end of Dependent status*: Full amount chosen above but not exceeding 50% of Employee's [Optional] Life Benefit]

[Dependent Child No Evidence Limit: \${\$5,000}]

GENERAL PROVISIONS

DEFINITIONS

Here are some of the terms used in this Policy. Other terms are defined where used in this Policy. All defined terms are important in describing rights under this Policy. Please refer back to these definitions as you read. Defined terms are presented with capital letters to help identify them as such.

[Accidental Injury or Injury means sudden and unexpected bodily harm that occurs while covered under this Policy and not contributed to by any other cause.]

Actively At Work or Active Work means that Employees:

- (1) are present at an Employer's place of business or another work site designated by an Employer; and
- (2) are performing the material and substantial duties of their jobs.

On any day that is not an Employee's regularly scheduled work day (i.e., vacation, holiday or weekend), Employees are considered Actively At Work if they:

- (a) are not hospital confined; and
- (b) are not disabled due to Injury or Sickness; and
- (c) were Actively At Work on their last scheduled work day.

Employees who usually perform the regular duties of their jobs at their homes are considered Actively At Work if they meet all the above requirements and could work at an Employer's usual place of business if required to do so.

If Employees were covered under the Prior Policy on the day before the effective date of this Policy, the Actively At Work requirement may be waived by 5 Star Life for an amount of coverage up to that in force with the Prior Policy.

[Child means the Employee's natural born or adopted child from the moment of placement in the Employee's home. The term child also includes any stepchild who lives with the Employee in a normal parent-child relationship and any child for whom the Employee is the legal guardian. A Child must depend on the Employee for at least fifty percent (50%) support..]

[Conversion Period means the thirty-one (31) day period starting at 12:01 AM on the day after insurance terminates.]

Dependent means a person who is:

- (1) a lawful spouse; or
- (2) an unmarried Child {at least fourteen (14) } days old but }less than nineteen (19) years of age. An unmarried Child who is at least {nineteen(19)} years of age but less than {twenty-five (25)} years of age is also a Dependent if enrolled in a school as a full-time student and continues to receive at least 50% support from the Employee.

[Dependent Benefits or Dependent Insurance means the insurance for an Employee's Dependents provided by this Policy.]

[Doctor means a person who is practicing within the scope of his or her license; and either

- (1) licensed to practice medicine and prescribe and administer drugs or to perform surgery; or
- (2) legally qualified as a medical practitioner and required to be recognized according to the insurance statutes or regulations of the governing jurisdiction. It does not include a claimant or spouse, daughter, son, father, mother, sister or brother.]

[Doctor's Care means:

- (1) on a regular basis, the Employee personally visits an appropriate Doctor to effectively manage and treat the disabling condition(s); and
- (2) the Employee is receiving the most appropriate treatment and care for the disabling condition.]

GENERAL PROVISIONS

DEFINITIONS

[Earnings means the Employee's annual pay based on a work week of not more than forty (40) hours. Commissions and productivity incentives are included, but bonuses, overtime and other special pay are not. Commissions must be averaged over the lesser of the twenty-four (24) month period immediately prior to the effective date of Earnings changes or the entire period of employment. The Earnings amount must be verified by Us before use in calculating benefits. Earnings from sources other than an Employer are not included in determining benefits.]

Employee means any person who works Full-time for an Employer. An Employee must be paid by an Employer for work done at an Employer's usual place of business or some other location that is usual for the Employee's particular duties.

[The term Employee does not include any person performing services for an Employer

- pursuant to a contractual relationship with an Employer;
- subject to the terms of a leasing agreement between an Employer and a leasing organization; or
- who receives income that is reported by an Employer on IRS Form 1099.]

Employee Benefits or Employee Insurance means the insurance for an Employee provided by this Policy.

[**Employer** means the Policyholder. Such term shall also include each of its subsidiaries and affiliates on a list as maintained by the Policyholder.

A **subsidiary** is an entity with controlling stock ownership (51% or more) held by the Employer who is the policyholder.

An **affiliate** is a company whose business is controlled by the employer through stock ownership, contract, common officers or otherwise.]

[**Evidence of Insurability** means written proof given to Us that an eligible person is insurable. This proof must be based on medical information and must be acceptable to Us.]

[**Family Status Change** means one of the following events:

1. marriage or divorce;
2. the birth of a child;
3. the adoption of a child;
4. the death of a spouse or child;
5. the commencement or termination of a spouse's employment;
6. the change from part-time employment to full-time employment by the Employee or spouse;
7. the change from full-time employment to part-time employment by the Employee or spouse;
8. the taking of an unpaid leave of absence by the Employee or spouse; or
9. a significant change in the health care coverage for the Employee or spouse as a result of the spouse's employment.]

Full-time means, for an Employee, a work week of at least {forty (40)} hours. For Employees whose work weeks vary above and below this number, We will determine eligibility by averaging the hours worked in the ninety (90) day period immediately prior to the claim event benefit.

Comment [c1]: Appears if we agree to waive evidence for coverage increases due to a Family Status Change.

[**Hospitalized** means confinement for short term, intermediate or long term care on an inpatient basis in:

- (1) a hospital;
- (2) a convalescent facility;
- (3) a free standing surgical center;
- (4) a hospice;
- (5) a skilled nursing facility; or
- (6) a psychiatric, alcohol or drug treatment facility.]

Comment [c2]: Appears if Optional Benefits are included.

[**Injury [or, Accidental Injury]** means sudden and unexpected bodily harm that occurs while covered under this Policy and not contributed to by any other cause.]

Comment [c3]: Appears if AD&D is included.

GENERAL PROVISIONS

DEFINITIONS

[No Evidence Limit] means the greatest amount of insurance an eligible person may have without providing Evidence of Insurability.]

Comment [c4]: Appears if there is a Basic, Optional or Dependent No Evidence Limit.

Policy Month means the period of time that begins on a premium due date and runs to the next monthly premium due date.]

[Policy Year] means a twelve (12) month period beginning on {the Policy Effective Date or its anniversary}.]

[Prior Policy] means an Employer's group policy in effect the day before the effective date of this Policy or the effective date of the subsidiary, affiliate, or new division's coverage under this Policy. This Policy replaces that policy or a portion of it.]

[Retired Employee] means any covered former Employee who has retired according to the provisions of an Employer's retirement plan.]

Comment [c5]: Appears only if coverage is provided for Retirees.

[Self-Reported Symptoms] means manifestations of the Employee's condition that are not objectively verifiable using tests, procedures or clinical examinations according to generally accepted medical practice.]]

Comment [c6]: Appears with Premium Waiver provisions. Self-reported symptoms are disabilities that cannot be verified by medical testing. Common examples include headaches, pain, fatigue, stiffness, soreness, ringing in the ears, dizziness and numbness.

[Sickness] means an illness or disease. It also includes an injury that occurs before the Employee is covered under this Policy. It includes pregnancy.]

[Special Care] means the following care or treatment that is given to a person either as an inpatient or an outpatient:

- (1) chemotherapy;
- (2) radiation therapy; or
- (3) dialysis treatment.]

Comment [c7]: Appears with Optional Life.

[Total Disability or Totally Disabled] means that during the first {twelve (12)} months after completing the waiting period for premium waiver, Employees,

1. are unable to perform all the material and substantial duties of their own occupations on a Full-time or part-time basis because of an Injury or Sickness that started while insured under this Policy; and
2. do not work at all in any occupation; and
3. are under Doctor's Care.]

[After the first {twelve (12)} months of premium waiver, **[Total Disability or Totally Disabled]** means Employees' continuing inability, as a result of Injury or Sickness, to perform the material and substantial duties of any job for which they are or may become qualified by reason of education, training or experience. They must be receiving Doctor's Care.

Comment [c8]: Appears with Premium Waiver.

The Employee must be Totally Disabled throughout the waiting period for {premium waiver} and for as long as that benefit continues. We will waive the Doctor's Care requirement if We receive written proof, acceptable to Us, that further Doctor's Care would be of no benefit to the Employee.]

[Total Disability, Totally Disabled or Disabled], for the purposes of Dependent Benefits, means a Dependent's inability to engage in substantially all the normal activities of a healthy person of the same age and sex in good health.]

Comment [c9]: Appears with Dependent Coverage.

We, Us or Our means 5 Star Life Insurance Company ("5 Star Life").]

GENERAL PROVISIONS

BECOMING ELIGIBLE FOR EMPLOYEE INSURANCE

Employees are eligible for insurance if they are members of an eligible class listed in the Schedule of Benefits and are not excluded in the list shown below. {No employee is eligible:

- (1) who is scheduled to work less than six (6) months in any twelve (12) month period; or
- (2) who works less than the required number of hours as defined in the definition of "Full-time"; or
- (3) {for Contributory Life benefits,} if the Employee was eligible under a Prior Policy but enrolled late, declined coverage, or failed to pass Evidence of Insurability and was not covered for the same life benefit amount on the date before the effective date of this Policy. Such an Employee will be considered not eligible {for any increase in life amount} until late entrant requirements are met under this Policy.}

[An Employee who is not a citizen of the United States must be a permanent resident of the United States or a U.S. Territory in order to be an eligible Employee.]

Service Requirement

The service requirement is a period of active Full-time employment the Employee must complete before becoming eligible for insurance. The **Entry Date** is the day of the month on which new coverage is effective. An Employer chooses the Entry Date in relation to the service time period.

Employees are eligible for insurance on the later of the Effective Date of this Policy or the date the Employee begins active Full-time service for an Employer, and satisfies the Employer's waiting period.

Re-Hired Employees

A re-hired Employee is treated as a new Employee and must satisfy a new service waiting period. However, if an Employee is re-hired within one (1) year of the ineligibility date, all periods of Full-time work for an Employer will count toward satisfaction of the waiting period. If an Employee is re-hired after one (1) year, any past periods of work will not count when determining the date the Employee satisfies the waiting period. An Employee cannot become eligible for insurance before the last date re-hired.

Reinstatement

If Employees request reinstatement of insurance that terminated while they were still eligible to be covered by this Policy, they must first provide Evidence of Insurability satisfactory to Us.

EFFECTIVE DATE OF EMPLOYEE INSURANCE

Noncontributory Insurance means that an Employer pays all of the cost of the insurance. All eligible Employees must be enrolled. Noncontributory benefits will become effective on the date the Employee is eligible for insurance and Actively At Work. All employee non-contributory plans must be approved by Us.

Contributory Insurance means that Employees pay all or part of the cost of their insurance.

If any part of an Employee's insurance is Contributory, all the Employee's insurance will become effective on the earlier of the following dates, provided the Employee is Actively At Work on that date:

- (1) the date Employees become eligible for insurance, provided enrollment occurs on or before that date;
- (2) the date Employees enroll for insurance, provided such date is within thirty-one (31) days after their eligibility date for insurance.

If Employees enroll for life insurance more than thirty-one (31) days after their eligibility date, Evidence of Insurability must be provided.

If Employees were eligible but not covered under a Prior Policy for comparable benefits, life insurance amounts greater than the benefit under the Prior Policy will be subject to Evidence of Insurability.

If less than {50%} of an Employer's eligible employees participate in a contributory plan, all employees will be subject to Evidence of Insurability. All employee [and dependent] contributory plans must be approved by Us.

Comment [c10]: Appears if case includes a contributory benefit and there was a prior carrier. "for Contributory Life benefits" appears if the case includes a Non-Contributory benefit. "for any increase in life amount" appears if we agree to waive evidence for takeover amounts.

Comment [c11]: Should appear when service period is more than 0.

Comment [c12]: Appears if there is a Contributory Life Benefit included.

Comment [c13]: Appears if we agree to waive evidence for takeover amounts.

GENERAL PROVISIONS

EFFECTIVE DATE OF EMPLOYEE INSURANCE

[Exception]

[Increases in coverage as a result of a change in family status do [not] require submission of Evidence of Insurability [up to the No Evidence Limit]. Change in coverage made within thirty-one (31) days of a change in family status will be effective on the later of:

- (a) the date of the Family Status Change, or
- (b) the date the Employee makes written request for the change in coverage.]

Comment [c14]: Appears if we agree to waive evidence for Family Status Changes. Reference to the No Evidence Limit will only appear if a No Evidence Limit is on the case.

Start Date Deferral

Employees must be Actively At Work on the date their insurance goes into effect. If the Employee is not Actively At Work, insurance does not become effective until return to Full-time work.

[If they do not return to work on a Full-time basis within thirty-one (31) days of the date their insurance is to become effective, they must first give Us Evidence of Insurability. If this happens, their insurance will not become effective until the later of these dates:

1. the Entry Date on or after the date We approve insurance based upon the Evidence of Insurability; or
2. the date they return to work on a Full-time basis.]

[The effective dates of Employees' {Optional} life insurance initial amounts or increases may be delayed if, in the ninety (90) day time period prior to the date insurance is to become effective, Employees:

1. had been Hospitalized; or
2. had, or been advised to have, Special Care.

If either 1 or 2 above apply to Employees, their insurance will not become effective until the earlier of these dates:

1. the Entry Date on or after they have gone ninety (90) days without being Hospitalized and without having Special Care; or
2. if they choose to give Us Evidence of Insurability, the Entry Date on or after We approve their insurance based upon that Evidence, but not before they are Actively At Work.]

Comment [c15]: Appears if Employee Optional Life is included.

[Eligible Employees who refuse {Optional} Life Insurance when they are first eligible to enroll for such insurance may subsequently enroll during the Employer's Open Enrollment Period. Evidence of Insurability will [not] be required {for increases of more than one half (1/2) times Earnings or one increment}.]

Comment [c16]: Add when increases in Optional Life are restricted to the Open Enrollment Period.

[Retired Employees]

Retired Employees will be considered still actively employed solely for the purposes of eligibility for benefits provided for retired employees. Those benefits are shown on the Schedule of Benefits. Classes being mutually exclusive, a retiree cannot be covered as an Active Employee as well.]

Comment [c17]: Only appears if we are covering retired employees.

[No Evidence Limit]

1. The Employee may be eligible for more than this amount initially; or
2. the amount of existing insurance may be increased to an amount in excess of any No Evidence Limit; or
3. the amount of insurance currently in excess of the No Evidence Limit may be further increased.

In any of these situations, the Employee must send Us Evidence of Insurability. The amount of an Employee's insurance in excess of that limit will become effective as described in the Evidence of Insurability provision.

[Within two (2) years of its effective date, no amount or increase in amount of Employee Life Insurance issued at any time in excess of the No Evidence Limit is payable for a death due to suicide.]

Comment [c18]: Appears if there is Employee Basic, Optional or Combined No Evidence Limit.

[If Employees were insured under the Prior Policy on the day before the effective date of this Policy, the Actively At Work requirement may be waived for up to the amount of coverage in force under the Prior Policy.]

Comment [c19]: Suicide Exclusion for amounts in excess of the No Evidence Limit.

Comment [c20]: Include if we agree to cover Disableds from the Prior Carrier.

GENERAL PROVISIONS

EVIDENCE OF INSURABILITY

Individual Evidence of Insurability satisfactory to Us must be given to Us if:

- Employees apply for insurance more than thirty-one (31) days after becoming eligible; or
- Employees apply to reinstate coverage after voluntarily ending insurance; or
- Employees were eligible but not covered under the Prior Policy; or
- Employees did not return to Active Work within thirty-one (31) days of the planned effective date; or
- Employees convert their insurance and again become eligible for insurance under this Policy and do not lapse their conversion policy; or
- [for optional amounts of insurance,] [participation in the optional portion is less than {sixty percent (60%)}] ; or
- [for optional life insurance], Employees are age seventy (70) or over ; or
- Employees apply to increase their optional benefit[by more than {one half (½) times Earnings} {or} {more than one (1) flat increment}]; or
- Employees covered under the Premium Waiver Benefit provisions return to Active Work for less than thirty (30) days and apply to increase optional coverage ; or
- Employees life insurance amounts exceed the No Evidence Limit.

Evidence of Insurability will be in the form of a self-completed insurability statement. We may require additional evidence. We may require that Employees be examined by a Doctor of Our choice, at their expense[, except for exams required for amounts over the No Evidence Limit.

Whenever Evidence of Insurability is required, the coverage in questions will not be effective until the later of:

- a. the Entry Date on or after Our approval; or
- b. the eligibility date; or
- c. the enrollment date.]

Comment [c21]: The only time this does not have to appear is for NonContributory Employee Basic coverage only.

Comment [c22]: Not applicable if evidence is waived for late entrants.

Comment [c23]: Include if takeover benefits are Contributory

Comment [c24]: Include if Premium Waiver is included.

Comment [c25]: Include only if there is an Employee No Evidence Limit.

GENERAL PROVISIONS

[BECOMING ELIGIBLE FOR DEPENDENT INSURANCE]

Employees may be eligible for Optional Dependent Benefits only if their Employer has chosen to offer optional dependent life insurance.

Comment [c26]: Appears only if Dependents are covered.

Employees who have one or more Dependents are eligible for Dependent Insurance on the date Employees become eligible for optional insurance unless they were eligible under the Prior Policy and declined such coverage or the Dependent failed to pass Evidence of Insurability requirements. In that situation, the Dependents will be considered late entrants for coverage under this Policy.

If Employees do not have any Dependents, they do not qualify for Dependent Insurance. In this case, Employees become eligible for Dependent Insurance on the date they acquire a Dependent.

A person may not be covered under both Employee and Dependent Life. A Dependent Child may not be covered under Dependent Life as a Dependent of more than one Employee.

Comment [c27]: For Contributory Dependent Life.

[EFFECTIVE DATE OF INSURANCE FOR DEPENDENTS]

[Noncontributory Insurance] means that the {Employer} pays all of the cost of the Employee's Dependents Insurance. All eligible Dependents must be enrolled. An Employee's Dependent Noncontributory benefit will become effective on the date the Employee is eligible for Dependent Insurance and Actively At Work, subject to the Disabled Dependent provision.]

Contributory Insurance means that Employees pay all or part of the cost of their Dependent Insurance.

If Employee's Dependent Insurance is Contributory, an Employee's Dependent Insurance will become effective on the earlier of the following dates, provided the Employee is Actively At Work on that date:

- (1) the date Employee becomes eligible for Dependent Insurance, provided enrollment occurs on or before that date;
- (2) the date the Employee enrolls for Dependent Insurance, provided such date is within thirty-one (31) days after becoming eligible for insurance.

If Employees enroll for Dependent Life Insurance more than thirty-one (31) days after the date they become eligible for such insurance, Evidence of Insurability is required.

Dependent Start Date Deferral

Insurance does not begin until the Dependent is not Totally Disabled or confined at home, in a hospital or elsewhere. [For the amount of benefit provided under the Prior Policy on the day before the Effective Date of this Policy, this provision does not apply.

The effective dates of coverage may be delayed if, in the ninety (90) day time period prior to the date insurance is to become effective, Dependents:

- (1) had been Hospitalized; or
- (2) had, or been advised to have, Special Care.

If either 1 or 2 above apply to Dependents, their insurance will not become effective until the earlier of these dates:

- (1) the Entry Date on or after they have gone ninety (90) days without being hospitalized and without having Special Care; or
- (2) if they choose to give Us Evidence of Insurability, the Entry Date on or after We approve their insurance based upon that Evidence.

Eligible Employees with Dependents who refuse Dependent Life Insurance when they are first eligible to enroll for such insurance may subsequently enroll for Dependent Insurance during an Employer's Open Enrollment Period. Evidence of Insurability will be required for Dependents enrolled late.]

Comment [c28]: This is a 90-day deferral for Hospitalization and/or Special Care. Use with any Optional Spouse or Child Life Benefit.

Comment [c29]: Add when increases in Dependent Optional Life are restricted to the Open Enrollment Period.

GENERAL PROVISIONS

[EFFECTIVE DATE OF INSURANCE FOR DEPENDENTS]

[Reinstatement]

If Employees request reinstatement of Dependent insurance terminated while they were eligible to be insured by this Policy, they must first provide Evidence of Insurability satisfactory to Us:

Comment [c30]: Use if Dependent Life is Contributory.

No Evidence Limit

No Evidence Limit means the greatest amount of insurance a Dependent may have without providing Evidence of Insurability. The No Evidence Limit for a Dependent Spouse [or Dependent Child] is shown on the Schedule of Benefits.

If the Dependent's amount of insurance exceeds the No Evidence Limit, the amount of insurance in excess of that limit will become effective on the Entry Date after:

- (1) the Dependent becomes eligible for the insurance ; and
- (2) We approve the Dependent's Evidence of Insurability.

[EVIDENCE OF INSURABILITY FOR DEPENDENTS]

Individual Evidence of Insurability satisfactory to Us must be given to Us for Dependents if:

- Employees apply for insurance more than thirty-one (31) days after becoming eligible; or
- Employees apply to reinstate coverage after voluntarily ending insurance; or
- Employees were eligible but not covered under the Prior Policy for Dependent Spouse and/or Child benefits; or
- [participation in the optional portion is less than sixty percent (60%); or]
- Employees apply to increase their Dependent benefit; {by more than one increment}}[or
- A Spouse [or Dependent Child] life insurance amounts exceed the No Evidence Limit.

Comment [c31]: Appears if Dependent Life is Contributory.

Comment [c32]: Use only if we require evidence for late entrants.

Comment [c33]: Appears if Dependent Life Benefit is Contributory.

Comment [c34]: Use if Dependent Life Benefit is Optional and there was a prior carrier.

Evidence of insurability will be in the form of a self-completed health statement. We may require additional evidence. We may require that Dependents be examined by a Doctor of Our choice, at Employee expense, {except for exams required for amounts over the No Evidence Limit}.

Comment [c35]: Use if there is a Dependent Life No Evidence Limit.

Whenever Evidence of Insurability is required, the coverage in question will not be effective until the later of:

- (1) the date We approve the evidence; or
- (2) the Dependent's eligibility date.

[ADDING DEPENDENTS]

[Any new Dependents an Employee acquires while insured for Dependent Insurance are insured from the date they become Dependents.]

Comment [c36]: Use when there are Dependent Life composite rates.

Spouse coverage and Child coverage may be chosen separately. If Employees are initially enrolled for one coverage but not the other, a written request for insurance on a form approved by Us must be made to add the new category. Insurance for the new Dependent category becomes effective as described for initial Dependent coverage.

If Employees have enrolled for Dependent Child(ren) coverage, any additional Children automatically become covered on the date they become Dependents.

GENERAL PROVISIONS

ASSIGNMENT OF BENEFITS

The Employee may assign the right, title and interest of insurance benefits under this Policy. Assignment must be made to a third party other than the Employer. If Employees elect to assign their benefits, they must assign the entire benefit. An assignment must be in writing on a form approved by Us. [All assignments are kept in Our Home Office.] [We will accept generic assignment forms on file with the Employer or with the prior insurer.] If We make payment before We receive the assignment, the assignment shall have no effect on the payment previously made.

Comment [c37]: Variable depending on arrangement with the policyholder.

Employees may not make any assignment that is inconsistent with the following requirements.

1. Absolute assignment is irrevocable and transfers all rights, including but not limited to:
 - the right to change the Beneficiary;
 - the right to buy an individual policy of Life insurance on the Employee's life under **Conversion Privileges**;
 - and
 - the right to receive Accidental Dismemberment benefits;
2. The assignment will apply to all insurance in effect on the date of assignment and any that becomes effective after that date.
3. The assignment will have no effect unless it is made by the Employee and endorsed by 5 Star Life during the Employee's lifetime. We and the Employer assume no responsibility for the validity, sufficiency or effect of the assignment (including assignments on forms furnished by Us or by the Employer).
4. [All Accidental Dismemberment benefits will be paid to the assignee.]

Comment [c38]: Only if AD&D is on case.

[Unless the Beneficiary designation was irrevocable, the assignment will be assumed to change the Beneficiary to the assignee. The assignee may, of course, designate another beneficiary.]

Comment [c39]: Only if AD&D is on case.

CHANGE IN AMOUNTS OF INSURANCE DUE TO CLASS OR EARNINGS

The amount of insurance for which an Employee is eligible is shown in the Schedule of Benefits. The benefits offered and the amounts of those benefits may vary by class.

Benefits may increase or decrease due to a change in class[or Earnings]. The {Employer} must:

1. determine the effective date of the change;
2. report the change to Us in writing upon Our request; and
3. submit the correct premium amount reflecting the change.

[Any amount of the change that exceeds the No Evidence Limit will become effective as described under the No Evidence Limit.]

The Employee must be Actively At Work on the date a change in the amount of insurance becomes effective. If an Employee is not Actively At Work, a change does not become effective until return to Full-time work.

[CHANGES IN OPTIONAL AMOUNTS]

[For provisions relating to changing individual Employee elections, see the Effective Date provisions and the particular optional benefit section.]

GENERAL PROVISIONS

POLICYHOLDER REQUESTS FOR POLICY CHANGES

Any revisions to:

1. change benefits;
2. add affiliated or subsidiary employers;
3. change contribution basis; or
4. make other policy changes

must be requested in writing by the Policyholder and will not be effective before the later of:

1. the applicant's signature date; or
2. the date 5 Star Life approves the change(s).

Application to add an affiliate or subsidiary must be made in writing. The insurance for affiliates and subsidiaries will not take effect until We have approved the application.

If this Policy is revised to increase or decrease benefits after its effective date, eligible persons become insured for the revised benefits on the effective date of the revision, subject to the same requirements and restrictions affecting the initial coverage.

TERMINATION OF EMPLOYEE INSURANCE

An Employee's insurance terminates on the earliest of:

1. the date this Policy terminates[; or
2. the date the benefit terminates]; or
3. the first day for which the Employee fails or refuses to make any required premium payment[; or
4. [at the end of the Policy Month during which]the Employee no longer works in an eligible class]; or
5. [at the end of the Policy Month during which]the Employee ceases active work for the Employer[; or
6. the date the Employee becomes a member of any military, navy, or air force of any country or international body].

Premium payment beyond the Employee's termination date does not extend coverage. Termination of insurance will not affect any claim incurred before the date of termination.

Comment [c40]: End of Policy Month wording deleted if entry is immediate (i.e. not 1st of month).

[LEAVES OF ABSENCE]

[Injury or Sickness]

If an Employee ceases Full-time work because of Injury or Sickness, insurance may be continued if:

1. the continuation is based on rules that preclude individual selection; and
2. the Employer continues to pay premium for the Employee; and
3. this Policy remains in force; and
4. the period of continuation is not more than {twelve (12) } months from the date the Employee stopped working Full-time.

Temporary Layoff or Leave of Absence

If an Employee ceases work because of layoff{, strike, suspension} or an approved temporary leave of absence, benefits may be continued. Any continuation of insurance must be based on rules that preclude individual selection.

Layoff or leave of absence means the Employer has agreed in writing and in advance to a temporary leave of absence for a specified period of time.

Insurance may be continued for the remainder of the Policy Month in which the Employee last worked and for the following {one (1)} whole} Policy Month{s}. Longer continuation must be approved by Us in advance.]

[Continuation of insurance resulting from a strike must be approved by Us in advance.]

GENERAL PROVISIONS

[OPTIONAL CONTINUATION OF LIFE INSURANCE]

[Subject to Our approval, [life] insurance may be continued if an Employee ceases Full-time work with the Employer and:

1. {the benefit is included as part of a Severance Contract with the Employer; and}
2. the continuation is based on rules that preclude individual selection; and
3. the Employer continues to pay premium for the Employee; and
4. this Policy remains in force.

The period of continuation will end not more than {six (6)} months from the date the Employee stopped working Full-time.]

[If this Policy provides more than one leave of absence provision that applies to an Employee, the leaves will be concurrent. All continuations under this Policy end upon policy termination.]

[TERMINATION OF DEPENDENT INSURANCE]

[Dependent Insurance terminates on the earliest of:

1. the date this Policy or the Dependent Benefits terminate; or
2. the date on which the Employee no longer is insured under this Policy; or
3. the first day for which the Employee fails or refuses to make any required premium payment; or
4. the date the Employee no longer has Dependents; or
5. the date the dependent no longer meets the definition of Dependent[; or
6. the date the Dependent becomes a member of any military, navy, or air force of any country or international body]; or
7. the date the Dependent becomes insured as an Employee under this Policy.

Premium payment beyond the Employee or Dependent's termination date does not extend coverage. Termination of insurance will not affect any claim incurred before the date of termination.

[[Dependent children are insured until they reach the maximum age shown in this Policy. If a Dependent Child meets the conditions shown below, We extend Dependent Benefits for as long as the Employee is insured for Dependent Insurance.

1. Due to mental incapacity or physical handicap, the Child is incapable of self-support; and
2. the Employee provides support for the Child.]

Comment [c41]: Appears if there are any Dependent Benefits.

Comment [c42]: Handicapped Child Extension. "Dependent Benefits" may read "Dependent Life Benefit" or "Dependent Accidental Death and Dismemberment Benefit" as applicable.

EMPLOYEE LIFE INSURANCE BENEFIT

WHAT WE PAY

At the time of an Employee's death, We pay the insurance amount in force for the Employee as {defined on the Schedule of Benefits}. When We receive proof of death, We pay this amount to the Beneficiary.

THE BENEFICIARY

A **Beneficiary** is a person named by the Employee to receive the death benefit. Employees must name their Beneficiaries in writing on a form approved by Us. The Employee must sign and date the designation. In no event may Employees name their Employer entity as Beneficiary. This Beneficiary designation is kept {by the Employer} as part of the Employee's insurance records.

After We make payment, We have no further liability.

Change of Beneficiary

Unless Employees irrevocably name a Beneficiary, they have the right to change their Beneficiary at any time. Employees must do this in writing on a form satisfactory to Us, stating the date the change is to take effect. The form must be delivered to Us or to the Employer during the Employee's lifetime. No change may take effect if We receive it after We pay the death benefit. It is the Employer's responsibility to be sure Employees are given the opportunity to change their Beneficiary whenever desired.

Payment to Beneficiary

More than one named Beneficiary will share equally unless the Employee clearly designates the order of rights. The share of a Beneficiary who dies before the Employee will pass to any surviving beneficiaries in the order the Employee designated.

We may rely on an affidavit or other written evidence deemed satisfactory to Us to determine the identity or the nonexistence of Beneficiaries not identified by name. Any payment made by Us in good faith reliance on such evidence will fully discharge Us to the extent of such payment.

If the Employee has no surviving Beneficiary, We have the right to make the payment to the estate or to any one of the classes listed below:

1. The Employee's spouse.
2. The Employee's children.
3. The Employee's parents.
4. The Employee's brothers and sisters.

FACILITY OF PAYMENT

If the Beneficiary is a minor or otherwise incapable of giving a valid release, at Our option and until claim is made by the duly appointed guardian of the Beneficiary, We may make payment to:

1. any relative of the Beneficiary by blood or marriage; or
2. any other person or institution that appears to Us to have assumed custody and principal support of the Beneficiary.

Payment under these circumstances may not exceed {\$100} per month. They will be made for the sole benefit of the Beneficiary.

At Our judgment, a part of the Employee's death benefit may be paid to any person who has incurred expenses in connection:

1. with the Employee's burial; or
2. with the Injury or Sickness that caused the Employee's death.

However, the maximum amount payable to that person is {two thousand dollars (\$2,000)} or the amount established by state law.

EMPLOYEE LIFE INSURANCE BENEFIT

SIMULTANEOUS DEATH PROVISION

If a Beneficiary dies:

1. on the same day the Employee dies; or
2. within fifteen (15) days thereafter;

benefits will be paid as if that Beneficiary had died before the Employee. If proof of loss with respect to the Employee's death was delivered to Us before the date of the Beneficiary's death, this provision will not apply.

HOW THE LIFE INSURANCE BENEFIT IS PAID

The life insurance benefit is paid in a single sum.

CONVERSION PRIVILEGES

When Employees May Convert

Employees may convert their group life insurance to an individual life policy without Evidence of Insurability if any or all of their life insurance ends because

1. Employees:
 - a. no longer work for the Employer;
 - b. have retired; or
 - c. reach an age shown in the Reduction Schedule on the Schedule of Benefits; or
 - d. are no longer eligible for the life insurance amount under this Policy.

Comment [c43]: Use if there is an Age Reduction.

Employees may convert a life amount equal to or less than the amount that terminated. [If Employees convert an amount that exceeds their life insurance reduction due to retirement, all insurance under this Policy will end upon retirement.]

2. this Policy:
 - a. terminates; or
 - b. is amended to exclude the class in which they belong; or
 - c. is amended to terminate the Employee Life Insurance Benefit.

In these events, Employee converting must have been insured by Us under this Policy for at least five (5) consecutive years just before the termination. The maximum life amount that may be converted is the lesser of:

- a. the terminated life amount less the life amount for which the Employee becomes eligible under any other group policy within thirty-one (31) days of the termination; or
- b. \$10,000.

Conditions Applicable to Any Life Conversion

The following provisions apply to any individual life policy issued under these conversion privileges.

1. The Employee may convert to any one of the policy forms We normally issue except term insurance.
2. Benefits for disability and accidental death are not included in the converted policy.
3. An individual policy will be issued only if application is made within thirty-one (31) days of the date the Employee's Life Insurance ends. Payment of the first premium must be paid within that time also.
4. The cost of the converted policy is based on Our standard rates for the form of the converted policy.
5. The converted policy will take effect at the end of the Conversion Period.

Conversion Policy Replaces Group Amount

The converted amount of life insurance will replace the group life insurance amount that the Employee was eligible to convert.

If Employees Die Before Converting Their Insurance

If Employees die during the thirty-one (31) day period allowed for conversion, We pay the amount of group life insurance Employees were eligible to convert, whether or not they had applied for a converted policy. [AD&D and disability benefits are not extended through the Conversion Period].

EMPLOYEE LIFE INSURANCE BENEFIT

CONVERSION PRIVILEGES

Notice and Extension

The Insured shall be given written notice of the existence of this right at least 15 days prior to the expiration of the Conversion Period. If this written notice is given more than 15 days after this date, the time allowed for exercise of the conversion privilege shall be extended for a period of 15 days following the date of the written notice. In no event, may this extended period go beyond 60 days after the expiration of the Conversion Period. The written notice shall be presented to the Insured or mailed by 5 Star Life to the last known address of the Insured [furnished to 5 Star Life by the Policyholder].

[PREMIUM WAIVER BENEFIT]

Qualification

Employees' [Basic] Life Insurance may be extended beyond termination provisions under this Policy if:

1. We receive proof satisfactory to Us that they became Totally Disabled while insured under this Policy and before age {sixty (60)} ; and
2. they have been Totally Disabled for at least {nine (9)} consecutive months; and
3. Employees or someone on their behalf send this proof within twelve (12) months after the date they become Totally Disabled.

If this time limit is not met, Employees must show Us that:

1. it was not possible for notice or proof to be sent within the twelve (12) months; and
2. that it was sent as soon as possible [but no longer than three (3) months after notice and proof was otherwise required].

[If proof is received beyond the twelve (12) month filing period and the three (3) month extension, We will permit the Employer to continue paying premium for the Totally Disabled Employee. Coverage continued under this arrangement will terminate at the earlier of:

1. cessation of Total Disability; or
2. termination of this Policy.]

Employees may not have life insurance extended if they have already converted any part of their insurance. However, they may surrender their converted policy for a premium refund and be eligible for extension of benefits through premium waiver.

What Premium Is Waived

Once proof of Total Disability is approved by Us, the Employee's Life Insurance will be extended without further premium payments until coverage ceases according to the termination provisions listed under **When Life Premium Waiver Ends**. The first period for which premium will be waived will begin on the later of:

1. the date the required proof is received by Us; or
2. the month an Employee has been Totally Disabled for {nine (9)} months.

Exceptions

We do not waive premiums if the Disability is the result of any of the following:

1. intentionally self-inflicted injury while sane or insane;
2. service in the military, naval or air forces of any country or international body; or
3. taking part in a riot or insurrection.

Continuing Waiver

Proof of continuing Total Disability must be given as We may require, at regular intervals. After two (2) years, We will require proof no more than annually. The proof must be submitted within three (3) months of the request. All proof must be given to Us [at Our Home Office] at no cost to Us.

We have the right to ask that the Employee be examined by a Doctor of Our choice and at Our own expense.

Comment [c44]: This provision appears if selected for Basic Life. If NOT selected for Optional Life, the word "Basic" will appear below.

EMPLOYEE LIFE INSURANCE BENEFIT

[PREMIUM WAIVER BENEFIT]

The Life Insurance Amount That Remains In Force

The amount of insurance that remains in force is the amount for which the Employee was insured on the last day of Active Work. All Policy reduction provisions in effect on that date will apply to the extended amount, including any age reductions. [AD&D coverage is not extended.]

Comment [c45]: Appears if AD&D Benefits are included.

When Life Premium Waiver Ends

Extended life insurance for Totally Disabled Employees stays in force until the earliest of these events:

1. Employees are no longer Totally Disabled.
2. Employees convert their insurance.
3. Employees fail to submit satisfactory proof of Total Disability.
4. Employees refuse to be examined as required.
5. Employees retire or reach age {sixty-five (65)}.

[Extended benefits cease upon an Employee's retirement. If life insurance benefits are provided for retired employees, the Employee may be eligible for these benefits subject to the terms of this Policy and the payment of the required premium.]

When Employees Are No Longer Eligible for Premium Waiver

If Employees:

1. are no longer eligible for the extended insurance; and
2. return to work for the Employer; and
3. premium payments on their behalf are resumed;

Employees become insured for the amount of insurance for which they are eligible by class. Employees must return to Active Work for thirty (30) days or provide Us with Evidence of Insurability before any increase in insurance amount becomes effective.

If Employees do not return to work for the Employer, they may elect to convert any insurance for which they are eligible. See the **Conversion Privileges** provision.

When This Policy Terminates

Termination of insurance does not affect any claim incurred before the date of termination.

Extended Death Benefit

We will pay life benefits if Employees die after their insurance under this life insurance ends and if, within one year after the death, We receive proof that:

1. insurance ceased because the Employees were Totally Disabled;
2. the Total Disability began while the Employee was insured under this Policy's Life Insurance Benefit and before the Employee's {sixtieth (60th)} birthday;
3. Employees remained Totally Disabled until their death;
4. Employee died not more than {twelve (12)} months after ceasing Active Work and within a period that does not exceed the length of time actually insured under this Policy before ceasing Active Work; and
5. Employee died before a {sixty-fifth (65th)} birthday and before retirement.

The Life benefit will be payable in the same manner and in the same amount as if the Employee had died while insured. [Any reductions applicable to active Employees will be applied.]

EMPLOYEE LIFE INSURANCE BENEFIT

[ACCELERATED BENEFIT]

Comment [c46]: Included here if the Accelerated Benefit applies to Basic Life.

What We Pay

If, while insured for life insurance under this Policy, Employees provide Us with satisfactory proof of having a Terminal Condition, We may pay Employees, once during their lifetime, a portion of the life insurance amount as an accelerated benefit. Any portion of the death benefit remaining after the reduction of the death benefit due to payment of any accelerated benefit shall be paid upon the Employee's death. The accelerated benefit and the balance of the death benefit will constitute the full settlement on maturity of the face amount of the benefit.

Terminal Condition means a condition:

1. expected to result in the Employee's death within {six (6)} months; and
2. from which there is no reasonable prospect of recovery.

The minimum accelerated benefit allowable is {\$5,000}

The Maximum amount of accelerated benefit payable is the least of the following:

1. the amount requested; or
2. {fifty percent (50%)} of the Employee's life insurance amount that is in force on the application date for an accelerated benefit; or
3. {\$50,000.00}.

This benefit will be paid to the Employee in one lump sum. If the amount of an Employee's life insurance under this Policy is scheduled to reduce within {six (6)} months following the application date for the accelerated benefit, the lump sum accelerated benefit payment will be based on the reduced amount.

Application for an Accelerated Benefit

Employees must apply and be approved for an accelerated benefit. To qualify, they must:

1. obtain certification from a Doctor that they have a Terminal Condition as defined by this Policy; and
2. provide supporting evidence, satisfactory to Us, documenting the Terminal Condition; and
3. submit a completed claim form; and
4. provide Us with a signed form from any irrevocable Beneficiary consenting to the payment of the accelerated benefit.

While a claim is pending, We may, at Our own expense, have the Employee examined by a Doctor of Our choice.

Premium Charge

[There is no additional charge for this benefit.]

[Monthly premium will be unchanged except for any portion that may qualify under the Premium Waiver provision [in Optional Life].

EMPLOYEE LIFE INSURANCE BENEFIT

[ACCELERATED BENEFIT]

Effect on Life Insurance and Other Benefits

An amount paid as an accelerated benefit is not available for Conversion under this Policy; however, any other changes in the amount of an Employee's Life Benefit are subject to the usual Conversion provisions of this Policy.

The amount of an Employee's Life insurance benefit and the amount eligible for Conversion under this Policy will be reduced by the amount paid as an accelerated benefit (and the interest charge for the accelerated amount).

Here is an example of the effect of an accelerated benefit payment on the remaining life insurance benefit:

Life Insurance Benefit Amount:	\$100,000
Accelerated Benefit Amount:	\$50,000
Remaining Amount of Life Insurance after Acceleration:	\$50,000

[[Dependent Life Insurance] will not be affected by payment of an accelerated benefit under the Employee Life Insurance Benefit.]

Comment [c47]: Use if Dependent Life Benefits are included on case.

Limitations

This Accelerated Benefit is NOT a long-term care policy or nursing home insurance policy. The amount this benefit pays an Employee may not be enough to cover medical, nursing home or other bills.

Receipt of this accelerated benefit MAY AFFECT MEDICAID and SUPPLEMENTAL SECURITY INCOME ("SSI") eligibility, as well as other governmental assistance programs. Without exercising the option to accelerate benefits, mere eligibility for an accelerated benefit will not in and of itself affect an Employee's eligibility for these government programs. However, exercising the option to accelerate benefits and receiving that benefit before applying for these programs, or while receiving government benefits, may affect the Employee's initial or continued eligibility. The Employee should contact the Medicaid Unit of the local department of Public Welfare and Social Security Administration Office for more information.

Exclusions

No accelerated benefit will be paid if:

1. any portion of the Employee's benefit is assigned; or
2. the Employee is required by a court of law to exercise this option to satisfy the claim of creditors, whether in bankruptcy or otherwise; or
3. the Employee is required by a governmental agency to exercise this option in order to apply for, receive or continue a government benefit or entitlement; or
4. the Employee has previously received an accelerated benefit under this Policy or any prior group policy that this Policy replaces.

EMPLOYEE OPTIONAL LIFE INSURANCE BENEFIT

WHAT WE PAY

At the time of an Employee's death, We pay the amount of insurance in force as selected on the Employee's enrollment application and, if appropriate, approved by Us. [Employees must be covered under the Basic Life Benefit in order to select a Optional amount. All provisions in the basic Employee Life Benefit section apply to this Optional coverage unless specifically limited there. In addition, the following provisions apply.]

[BENEFICIARY DESIGNATION

We will pay the Beneficiary named for the basic Life. Percentages assigned to multiple Beneficiaries will be applied to the combined benefit amount to be paid. Employers cannot be designated as Beneficiaries.]

EVIDENCE OF INSURABILITY

[If participation [in the Optional Life Insurance portion] is less than {sixty percent (60%)}, Evidence of Insurability is required.]

[If an Employee is seventy (70) years old or older, We require Evidence of Insurability satisfactory to Us before the Employee can become insured for the Optional Life Benefit. Insurance becomes effective on the later of:

1. the date We approve the insurance ; or
2. the date the Employee is Actively At Work.]

See the **EVIDENCE OF INSURABILITY** provisions in the General Provisions section for further details.

EXCLUSIONS

No amount or increase in amount of [Optional] Life Insurance, issued at any time, is payable for death due to suicide during the first two (2) years after Employees become insured for such amount.

No amount of [Optional] Life Insurance is payable for death due to commission, or attempt to commit, a felony.

CHANGES IN AMOUNTS OF {OPTIONAL} LIFE BENEFIT

To increase the multiple of Earnings {more than one half ($\frac{1}{2}$) times Earnings} {or the flat amount chosen more than one increment}, the Employee must submit satisfactory Evidence of Insurability. If an increase in Earnings results in the new benefit's exceeding the No Evidence Limit shown on the Schedule of Benefits, evidence will be required.

The change will be effective as described in **Evidence of Insurability** provision in **General Provisions**.

Any exclusion or limitation that applied to the effective date of initial coverage applies to increases as well.

Decreases in amounts of {Optional} benefits are effective with date of signature.

Exception

[Increases in coverage as a result of a change in family status do not require submission of Evidence of Insurability [up to the No Evidence Limit]. Change in coverage made within thirty-one (31) days of a change in family status will be effective on the later of:

- (a) the date of the Family Status Change, or
- (b) the date the Employee makes written request for the change in coverage.]

EMPLOYEE OPTIONAL LIFE INSURANCE BENEFIT

[OPTIONAL LIFE PREMIUM WAIVER]

[If an Employee is covered for an Optional Life amount, premium waiver is available but does not apply to disabilities due to any exclusion that would have applied to a death claim on the last day of Active Work.] [If Employees are accepted for premium waiver for their Optional Life benefit, their Dependent Life amounts will be placed on premium waiver as well.]

Comment [c48]: Use if Premium Waiver is included on BOTH Basic and Optional Life.

[PREMIUM WAIVER BENEFIT]

Qualification

[Employees' {Optional} Life Insurance may be extended beyond termination provisions under this Policy if:

1. We receive proof satisfactory to Us that they became Totally Disabled while insured under this Policy and before age {sixty (60)} ; and
2. they have been Totally Disabled for at least {nine (9)} consecutive months; and
3. Employees or someone on their behalf send this proof within twelve (12) months after the date they become Totally Disabled.

If this time limit is not met, Employees must show Us that:

1. it was not possible for notice or proof to be sent within the twelve (12) months; and
2. that it was sent as soon as possible and no longer than three (3) months after notice and proof was otherwise required.

[If proof is received beyond the twelve (12) month filing period and the three (3) month extension, We will permit the Employer to continue paying premium for the Totally Disabled Employee. Coverage continued under this arrangement will terminate at the earlier of:

1. cessation of Total Disability; or
2. termination of this Policy.]

Employees may not have life insurance extended if they have already converted any part of their insurance. However, they may surrender their converted policy for a premium refund and be eligible for extension of benefits through premium waiver.

What Premium Is Waived

Once proof of Total Disability is approved by Us, the Employee's Life Insurance will be extended without further premium payments until coverage ceases according to the termination provisions listed under **When Life Premium Waiver Ends**. The first period for which premium will be waived will begin on the later of:

1. the date the required proof is received by Us; or
2. the month an Employee has been Totally Disabled for {nine (9)} months.

[Exceptions

We do not waive premiums if the Disability is the result of any of the following:

1. intentionally self-inflicted injury while sane or insane;
2. service in the military, naval or air forces of any country or international body; or
3. taking part in a riot or insurrection.]

Continuing Waiver

Proof of continuing Total Disability must be given as We may require, at regular intervals. After two (2) years, We will require proof no more than annually. The proof should be received within three (3) months of Our request. All proof must be given to Us [at Our Home Office] at no cost to Us.

We have the right to ask that the Employee be examined by a Doctor of Our choice and at Our own expense.

Comment [c49]: Use if Premium Waiver is included on Optional Life ONLY.

EMPLOYEE OPTIONAL LIFE INSURANCE BENEFIT

[PREMIUM WAIVER BENEFIT]

The Life Insurance Amount That Remains In Force

The amount of insurance that remains in force is the amount for which the Employee was insured on the last day of active employment. All Policy reduction provisions in effect on that date will apply to the extended amount, including any age reductions. [AD&D coverage is not extended.]

When Life Premium Waiver Ends

Extended life insurance for Totally Disabled Employees stays in force until the earliest of these events:

1. Employees are no longer Totally Disabled.
2. Employees convert their insurance.
3. [Employees fail to submit satisfactory proof of Total Disability.]
4. Employees refuse to be examined as required.
5. Employees retire or reach age {sixty-five (65)}.
6. [For Employees with disabilities caused by Self-Reported Symptoms, the end of {twenty-four (24)} months of premium waiver.]
7. [Employees are no longer eligible to receive long term disability benefits under the plan carried or sponsored by their Employer. We are entitled to rely on the certification of the Employer as to disability status under the long term disability plan.]

[Extended benefits cease upon an Employee's retirement. If life insurance benefits are provided for retired employees, the Employee may be eligible for these benefits subject to the terms of this Policy and the payment of the required premium.]

When Employees Are No Longer Eligible for Premium Waiver

If Employees:

1. are no longer eligible for the extended insurance; and
2. return to Active Work for the Employer; and
3. premium payments on their behalf are resumed;

Employees become insured for the amount of insurance for which they are eligible by class. Before any increase in insurance amount becomes effective, Employees must return to Active Work for thirty (30) days or provide Us with Evidence of Insurability satisfactory to Us.

If Employees do not return to work for the Employer, they may elect to convert any insurance for which they are eligible. See the **Conversion Privileges** provision.]

When This Policy Terminates

Termination of insurance does not affect any claim incurred before the date of termination.]

[Extended Death Benefit]

[We will pay life benefits if Employees die after their insurance under this life insurance ends and if, within one year after the death, We receive proof that:

1. insurance ceased because the Employees were Totally Disabled;
2. the Total Disability began while the Employee was insured under this Policy's Life Insurance Benefit and before the Employee's {sixtieth (60th)} birthday;
3. Employees remained Totally Disabled until their death;
4. Employee died not more than {twelve (12)} months after ceasing Active Work and within a period that does not exceed the length of time actually insured under this Policy before ceasing Active Work; and
5. Employee died before a {sixty-fifth (65th)} birthday and before retirement.

The Life benefit will be payable in the same manner and in the same amount as if the Employee had died while insured. [Any reductions applicable to active Employees will be applied.]

DEPENDENT (OPTIONAL) LIFE INSURANCE BENEFIT

WHAT WE PAY

[At the time of a Dependent's death, We pay the amount of insurance in force for an Employee's Dependent in accordance with the Schedule of Benefits. When We receive proof of a Dependent's death, We pay the scheduled amount to the Employee. If the Employee is no longer living, the amount is paid to the Dependent's estate unless the Simultaneous Death provision applies.]

[At the time of a Dependent's death, We pay the amount of insurance in force for an Employee's Dependent as selected on the enrollment application and, if appropriate, approved by Us. When We receive proof of the Dependent's death, We pay the amount to the Employee. If the Employee is no longer living, the amount is paid to the Dependent's estate unless the Simultaneous Death provision applies.]

Comment [c50]: "OPTIONAL" appears when there is NO scheduled Dependent Group Life AND the corresponding Employee Benefit is Optional.

Comment [c51]: This paragraph goes with the Basic Dependent Group Life where the Employer picks the amounts and they are listed in the Schedule.

Comment [c52]: This paragraph goes with Optional Dependent Life where the Employee can choose varying amounts.

CONVERSION PRIVILEGES

If Dependent Life Insurance Ends

Dependents have the right to convert their group life insurance to an individual policy if any or all of their life insurance ends because:

1. the Employee no longer works for the Employer; or
2. the Employee transfers into an ineligible class; or
3. the Employee applies for and is granted extension of life benefits under {waiver of premium}; or
4. the Employee dies; or
5. the dependent no longer meets the definition of Dependent.

No medical exam is required to obtain an individual policy.

To convert, We must receive two things within thirty-one (31) days of the date the Dependent's insurance ends:

1. A completed application for conversion.
2. Payment of the first premium.

Dependents may convert to any one of the policy forms We normally issue except term insurance. Dependents may convert the amount for which they were insured under this Policy or, at their option, a lower amount.

Benefits for disability and accidental death are not included in the converted policy. The cost of the converted policy is based on Our standard rates for the form of the converted policy.

The converted policy takes effect at the end of the thirty-one (31) day period after the Dependent's group life insurance has ended.

If This Policy or This Benefit Terminates

Dependents also have the right to convert if their group life insurance ends because {this Policy}:

1. terminates; or
2. is amended to exclude the class in which the Employee belongs; or
3. is amended to terminate the Dependent Life Insurance Benefit.

For Dependents to be eligible for conversion under these circumstances, the Employee must have been insured by this Policy for at least five (5) consecutive years. The Dependent must apply for conversion and pay the first premium within thirty-one (31) days of the date insurance ends. We apply the conditions and limitations for conversion described in the provision entitled **If a Dependent's Life Insurance Ends**, except that the maximum conversion amount is ten thousand dollars (\$10,000).

If Dependents Die Before Converting Insurance

If Dependents die during the thirty-one (31) day period allowed for conversion, We pay the amount of group life insurance Dependents were eligible to convert, whether or not they had applied for a converted policy.

Notice and Extension

The Insured shall be given written notice of the existence of this right at least 15 days prior to the expiration of the Conversion Period. If this written notice is given more than 15 days after this date, the time allowed for exercise of the conversion privilege shall be extended for a period of 15 days following the date of the written notice. In no event, may this extended period go beyond 60 days after the expiration of the Conversion Period. The written notice shall be presented to the Insured or mailed by 5 Star Life to the last known address of the Insured [furnished to 5 Star Life by the Policyholder].

DEPENDENT {OPTIONAL} LIFE INSURANCE BENEFIT

[EVIDENCE OF INSURABILITY]

[If a Dependent Spouse is eligible for life insurance and is {sixty-five (65)} years old or older, We require Evidence of Insurability before the Dependent can become insured.]

[NO EVIDENCE LIMIT]

[The Dependent Spouse [and/or Dependent Child] Life No Evidence Limit is shown on the Schedule of Benefits.]

[EXCLUSIONS]

No amount or increase in amount of life insurance, issued at any time, is payable for death due to suicide during the first two (2) years following the date the Dependent becomes insured for such amount.

No amount of [Optional Life] Insurance is payable for death due to commission, or attempt to commit, a felony.

INCREASES IN AMOUNTS OF LIFE BENEFIT

[Evidence of Insurability will be required for all amounts requested after the initial thirty-one (31) day period of eligibility.]

[Evidence of Insurability will be required for increases greater than {\$5,000} requested after the initial thirty-one (31) day period of eligibility.]

[WAIVER OF PREMIUM]

[If Employees are accepted for premium waiver for their [Optional] Life benefit, their Dependent Life amounts will be placed on premium waiver as well.]

[OPTIONAL] ACCIDENTAL DEATH [AND DISMEMBERMENT] BENEFIT

WHAT WE PAY

[We pay the benefit shown on the Schedule of Benefits for death that is a direct result of an Accidental Injury that occurs while covered by this Policy. The death must occur within {ninety (90) days} of the accident's date and independent of all other causes.]

We pay the benefit shown on the table below for Losses that are a direct result of an Accidental Injury that occurs while covered by this Policy. The Loss must occur within {ninety (90) days} of the accident's date and independent of all other causes. If {Employees} sustain more than one loss as the result of any one accident, We pay only the largest benefit to which they are entitled. The most We pay is the Principal Sum.

The Schedule of Benefits shows the full amount that We pay for Loss or death. The Table of Losses lists the portion of the Principal Sum paid based on the Loss shown.

Table of Losses

<u>Principal Sum</u>	<u>One Half the Principal Sum</u>
Life	
Both hands	One hand
Both feet	One foot
Sight of both eyes	Sight of one eye
One hand and one foot	[Speech or hearing]
Either one hand or one foot and sight of one eye	
[Speech and hearing]	
[Paraplegia, quadriplegia or hemiplegia]	
{One-quarter} the Principal Sum is paid for the loss of: [thumb and index finger of the same hand]	
[Uniplegia]	

Definitions

Loss is defined as follows:

- Loss of a hand means total severance at or above the wrist.
- Loss of a foot means total severance at or above the ankle joint.
- Loss of sight means entire and irrevocable loss of the function.
- [Loss of Hearing means permanent total deafness in both ears such that it cannot be corrected to any functional degree by any aid or device.]
- [Loss of Speech means total and irrecoverable loss of audible communication.]
- [Loss of thumb and index finger means total severance of each through or above the joint closest to the wrist, without loss of the entire hand.]
- [Complete and irreversible paralysis of both arms and both legs for Quadraplegia.]
- [Complete and irreversible paralysis of both legs for Paraplegia.]
- [Complete and irreversible paralysis of the arm and leg on the same side of the body for Hemiplegia.]
- [Complete and irreversible paralysis of one limb for Uniplegia.]

Limb means an entire arm or leg.

[THE BENEFICIARY]

A **Beneficiary** is a person named by the Employee to receive the death benefit. Employees must name their Beneficiaries in writing on a form approved by Us. The Employee must sign and date the designation. In no event may Employees name their Employer as Beneficiary. This Beneficiary designation is kept {by Us or } by the Employer as part of the Employee's insurance records. It is the Employer's responsibility to be sure Employees are given the opportunity to change their Beneficiary whenever desired.

After We make payment, We have no further liability.

[OPTIONAL] ACCIDENTAL DEATH [AND DISMEMBERMENT] BENEFIT

[THE BENEFICIARY]

Change of Beneficiary

Unless Employees irrevocably name a Beneficiary, they have the right to change their Beneficiary at any time. Employees must do this in writing on a form satisfactory to Us, stating the date the change is to take effect. The form must be delivered to Us or to the Employer during the Employee's lifetime. No change may take effect if We receive it after We pay the death benefit.

Payment to Beneficiary

More than one named Beneficiary will share equally unless the Employee clearly designates the order of rights. The share of a Beneficiary who dies before the Employee will pass to any surviving beneficiaries in the order the Employee designated.

We may rely on an affidavit or other written evidence deemed satisfactory to Us to determine the identity or the nonexistence of Beneficiaries not identified by name. Any payment made by Us in good faith reliance on such evidence will fully discharge Us to the extent of such payment.

If the Employee has no surviving Beneficiary, We have the right to make the payment to any one of the classes listed below:

1. The Employee's spouse.
2. The Employee's children.
3. The Employee's parents.
4. The Employee's brothers and sisters.

[FACILITY OF PAYMENT]

[If the Beneficiary is a minor or otherwise incapable of giving a valid release, at Our option and until claim is made by the duly appointed guardian of the Beneficiary, We may make payment to:

1. any relative of the Beneficiary by blood or marriage; or
2. any other person or institution that appears to Us to have assumed custody and principal support of the Beneficiary.

Payment under these circumstances may not exceed {\$100} per month. They will be made for the sole benefit of the Beneficiary.]

At Our judgment, a part of the Employee's death benefit may be paid to any person who has incurred expenses in connection:

1. with the Employee's burial; or
2. with the Injury or Sickness that caused the Employee's death.

However, the maximum amount payable to that person is {two thousand dollars (\$2,000)} or the amount established by state law.

[HOW THE DEATH BENEFIT IS PAID]

The life insurance benefit is paid in a single sum.

[BENEFICIARY DESIGNATION]

The Employee's beneficiary designation is the same for Life Insurance and AD&D death benefits. Any percentage indicated in multiple designations will be applied to the total benefit amount to be paid.]

[OPTIONAL] ACCIDENTAL DEATH [AND DISMEMBERMENT] BENEFIT

[NO EVIDENCE LIMIT]

[The Employee Life Insurance Benefit may contain a No Evidence Limit. If so, Employees must meet these requirements to be insured for the full scheduled amount of life insurance. If these requirements are not met, Employees' AD&D full benefits are limited to an amount equal to that of their life insurance benefit. When Employees become insured for the full scheduled amount of life insurance, they also become insured for the full scheduled amount of the AD&D Benefit.]

WHAT WE DO NOT PAY

We do not pay for any loss that results in any way from the following.

1. Sickness, disease or bodily infirmity; or bacterial infection unless the infection is due directly to an accidental cut or wound, botulism, or ptomaine poisoning.
2. Suicide while sane or insane.
3. Intentionally self-inflicted injury.
4. Medical or surgical treatment.
5. [Travel or flight (including getting in or out, on or off) in any vehicle used for aerial navigation, if the {Employee} is:
 - a) riding as a passenger in any aircraft not intended or licensed for the transportation of passengers;
 - b) performing, including learning or instructing to perform, as pilot or a crew member of any aircraft;
 - c) riding as a passenger in an aircraft owned, leased or operated by the Policyholder [or by the Employee's Employer].]
6. War or any act or accident of war, whether declared or undeclared.
7. [The {Employee's} intoxication, as defined by the laws and decisions of the jurisdiction in which the accident, loss or cause of loss occurred.]
8. [The {Employee's} being under the influence of any narcotic, hallucinogen, barbiturate or amphetamine unless administered on the advice of a Doctor.]
9. The {Employee's} commission of or attempt to commit a felony.
10. [Any Injury arising out of or in the course of the {Employee's} employment.]

[ADDITIONAL BENEFITS]

[SEAT BELT AND AIR BAG BENEFIT]

We will pay an additional benefit if:

1. the {Employee} dies as a result of bodily Injury sustained while riding in or operating an Automobile.
2. the police accident report established that the {Employee} was properly strapped in a Seat Belt at the time;
3. Loss of life benefits are payable for the {Employee} under this Policy.

The Seat Belt benefit equals the lesser of:

1. {10%} of the {Employee's} Principal Sum; or
2. {\$25,000}.

[We will pay an additional {5%} if the {Employee} is driving in or riding in an Automobile that is equipped with a factory-installed Supplemental Restraint System. The {Employee} must be positioned in a seat that is designed to be protected by an air bag and must be properly strapped in the Seat Belt when the air bag inflates. A police report must establish that the air bag inflated properly upon impact.]

No benefit will be paid for any loss sustained:

1. while driving in any Automobile used in a race; in a speed or endurance test; or for acrobatic or stunt driving;
2. if the {Employee} is not wearing a Seat Belt for any reason;
3. while the {Employee} is sharing a Seat Belt; or
4. due to a defect in the Supplemental Restraint System's diagnostic system].

If the police report does not clearly establish that the {Employee} was or was not wearing a Seat Belt at the time of the accident causing the {Employee's} death, We will pay a sum equal to {\$1,000.00} in lieu of the benefit described above.

[OPTIONAL] ACCIDENTAL DEATH [AND DISMEMBERMENT] BENEFIT

[ADDITIONAL BENEFITS]

[SEAT BELT AND AIR BAG BENEFIT]

Definitions

Automobile means a four wheeled motor vehicle listed below provided it is duly licensed for passenger use and designated primarily for use on public streets and highways.

1. a private passenger automobile; or
2. a station wagon; or
3. a van, jeep, or truck-type vehicle that has a manufacturer's rated load capacity of 2,000 pounds or less; or
4. a self-propelled motor home.

Seat Belt means a properly installed lap and shoulder restraint approved by the National Highway Traffic Safety Administration. (An Air Bag is not considered a Seat Belt.)

Supplemental Restraint System means an air bag that inflates for added protection to the head and chest areas.]

[REPATRIATION OF REMAINS BENEFIT]

If a {covered person} suffers loss of life while outside a 150 mile radius of home and regular place of employment, We will pay for covered expenses reasonably incurred to return the {covered person's} body home to the United States or Canada, up to a maximum of {\$3,000}.

Covered expenses include, but are not limited to, expenses for:

(a) embalming; (b) cremation; (c) coffins; and (d) transportation.

PREMIUMS

PAYMENT OF PREMIUMS

All premiums that fall due, with adjustments, if any, are to be paid {monthly in advance}. The payment is due on or before the premium due date. The {Employer} makes premium payment to 5 Star Life Insurance Company and sends it to the address requested by Us.

THE GRACE PERIOD

[After the initial premium payment, a grace period of {thirty-one (31)} days is allowed for all late premiums. This Policy is {subject to termination} if premium payments have not been made at the end of the grace period. Insurance is in force during this grace period, and premiums are charged.]

AVERAGE PREMIUM RATE

Based on Employee census, We calculate an average premium rate per \$1,000 of coverage. An average premium rate may be determined as of:

- a) the Policy Effective Date; and
- b) on any premium due date, unless a Rate Guarantee Rider is in force.

COMPUTATION OF PREMIUMS

The premiums due under this Policy on each premium due date are based on the insurance benefits provided. The Policyholder is responsible for calculating the total premium due for each coverage based on the rates shown in the Schedule of Premium Rates. The total premium due on each premium due date is the sum of the premiums for all insured Employees and Dependents.

We have the right to rely upon the accuracy of the Employer's calculation and to require the Policyholder furnish Us current Employee census from time to time. If the current census indicates that additional premiums are due, the Policyholder will pay the additional premium on the next premium due date. If the current census indicates that a premium credit is due, the Policyholder may apply the credit on the next premium due date. Except for fraud, premium adjustments, refunds or charges will be made for only:

- a) the current Policy Year; and
- b) the prior Policy Year.

Premiums are payable in US Dollars only.

In determining the premium that is due on any premium due date, We may use any equitable method that is agreeable to both the Employer and 5 Star Life.

[SIMPLIFIED ACCOUNTING FOR INDIVIDUAL EMPLOYEE CHANGES]

The premium for any additional or increased insurance becoming effective during a Policy Month will be charged from the next premium due date.

When an individual's insurance changes on other than a premium due date, the premium is charged beginning from the next monthly premium due date. This method of charging premiums is for accounting purposes only and will not extend insurance beyond the date of termination as described in the provision entitled **Termination of Employee Insurance**.

When an individual's insurance changes on other than a premium due date, the premium is charged beginning from the next monthly premium due date.]

PREMIUM CHARGES FOR POLICY PLAN OR BENEFIT CHANGES

A change in plan or benefits on other than a premium due date may result in a premium change. New premiums are charged on the first of the month following the change effective date.

PREMIUMS

RIGHT TO CHANGE PREMIUM RATES

5 Star Life has the right to change rates for any and all coverages as of the first policy anniversary, or on the first day of a month following that anniversary that a rate has been in effect for 12 months.

The premium rate shall not be changed for a coverage less than 12 months after a rate was made effective for that coverage, unless the Policyholder consents to the increase.

[INACCURATE CENSUS AND PREMIUM

Enrollment before the effective date could result inadvertently in premium being paid for a person enrolled but not Actively at Work since before the policy effective date. Inappropriate payment of premium for an ineligible employee will not constitute coverage at any time.]

[EXPERIENCE RATING REFUND]

[When We approach the end of the Rate Guarantee period, a retrospective experience rating refund process is applied to the Life Insurance .]

CLAIMS

WE MUST BE NOTIFIED OF INTENT TO FILE A CLAIM

Written notice of a claim for death [or Injury] must be given to Us by the Employer or claimant. The notice must be in writing and must be filed at Our administrative offices in [Lincoln, Nebraska]. Any claim will be based on the written notice. The notice must be received by Us within thirty (30) days of the date of death [or the date the Injury occurred]. If We do not receive notice within thirty (30) days, the claim may be reduced or invalidated. The claim will not be reduced or invalidated if:

1. it can be shown that it was not possible reasonably to submit notice within the thirty (30) day period; and
2. it is shown that notice was given as soon as possible.

WE FURNISH PROOF OF LOSS FORMS

After We receive written notice of claim, We will send Our proof of loss forms to the claimant unless the Employer has provided them already. Forms should be furnished within fifteen (15) days after We receive written notice. If We fail to furnish forms within fifteen (15) days, the claimant can meet the time period shown below by submitting written proof that explains the reason for the claim. Written proof should establish facts about the claim such as occurrence, nature and extent of the loss involved. A supply of forms is included in the Employer's administration kit and should be made available to Employees.

WHEN TO FILE PROOF OF LOSS

Written proof must be filed within ninety (90) days of the loss.

If the proof of loss is not submitted and received by Us within the ninety (90) day period, the claim may be reduced or invalidated. The claim will not be reduced or invalidated if:

1. it can be shown that it was not possible within reason to submit proof within the time period; and
2. it is shown that the proof was filed as soon as possible.

However, proof of loss may not be submitted more than one year after the ninety (90) day period unless the claimant is legally incapacitated.

[Proof of Total Disability

See the appropriate life benefit for timing of Total Disability claim filing.]

WE MAY EXTEND TIME LIMITS

If the time limit that We allow for giving notice of claim or submitting proof of loss is less than the law permits in the state where the claimant lives, We extend Our time limit to agree with the minimum period specified by law. That law must exist at the time this Policy is issued.

WHEN WE PAY BENEFITS

Any benefits We pay for a loss are paid within sixty (60) days after We receive completed proof of loss.

TO WHOM WE PAY BENEFITS

Any benefit shown in the Schedule of Benefits for loss of life is paid as described in the insurance Benefit section.

[Other benefits payable under this Policy are paid to the Employee.]

OUR RIGHT TO REQUIRE MEDICAL EXAMS AND AUTOPSIES

At Our expense, We have the right to:

1. require a medical exam of any claimant not more than once every three (3) months while a claim is pending; and
2. request an autopsy in the case of death where it is not forbidden by law.

CLAIMS

LEGAL ACTIONS AND LIMITATIONS

No action at law or in equity may be brought to recover under this Policy unless proof of loss has been filed according to the terms of this Policy. In addition, the claimant must wait sixty (60) days after filing proof of loss before taking action. If any action is to be taken, it must be taken within three (3) years from the end of the sixty (60) day time period.

If any time limit in this Policy is less than the law specifies in the state where the claimant lives at the time this Policy is issued, We extend the time limit to agree with the minimum period specified by such law.

TERMINATION OF THIS POLICY

This Policy terminates at the end of the {thirty-one (31)} day grace period if premium payments have not been made.

We have the right to terminate this Policy or any coverage under this Policy if:

1. less than one hundred percent (100%) of Employees eligible are insured for any Noncontributory benefit; or
2. less than {seventy-five percent (75%)} of the eligible Employees are insured for any Contributory benefit; or
3. fewer than {fifty (50)} Employees are insured; or
4. the {policyholder} does not report all Employees who are eligible for insurance under this Policy; or
5. the {policyholder} fails, at any time:
 - a. to furnish promptly any information We reasonably may require; or
 - b. to perform any other obligations pertaining to this Policy; or]
 6. [We give written notice to the Policyholder at least {sixty (60)} days prior to the termination date. It is not Our responsibility to notify the Employees.]
6. [at the end of a rate guarantee period mutually agreeable renewal conditions are not reached.]

Comment [c53]: This is for Termination without cause. If used, the following item 6 must be deleted.

Comment [c54]: Deleted if the prior item 6 is used.

We may specify in advance written notice to the policyholder a date of termination. We must give the policyholder notice of termination at least sixty (60) days before the termination. It is not Our responsibility to notify the Employees.]

[5 Star Life may terminate this Policy, or any coverage under this Policy, by giving written notice to the Policyholder at least {sixty (60)} days prior to the Policy Anniversary. In such a case, the Policy Anniversary will be the date of termination.]

The policyholder may terminate the entire contract or may terminate certain affiliates and/or subsidiaries and their Employees at any time. In either case, the policyholder must send Us written notice and include the date the insurance will end. However, no termination of this Policy may take place during a period for which the premiums have been paid. The termination takes effect on the later of:

1. the date given in the notice; or
2. the date We receive the notice.

The policyholder must send Us any unpaid premiums for any insurance We provide while this Policy is in force, even if notice of termination has been given to Us. We determine the portion of premium to be paid for any period between the premium due date and the date of termination.

[For Optional Portions of the Policy Only]

If participation in an optional benefit falls below {twenty (20%)}, We may terminate that option under this Policy. We may terminate the optional portion of a benefit if the participation in the basic portion falls below fifty (50) employees.]

MISCELLANEOUS PROVISIONS

ENTIRE CONTRACT

The entire contract is made up of:

- this Policy;
- the application of the policyholder;
- application by each Employee.

A copy of the policyholder's application is attached to {this Policy}. Employees retain copies of their own applications.

STATEMENTS

In the absence of fraud, all application statements made are considered representations not warranties. This means that the statements are made in good faith. No statements made by:

1. the Employer in applying for this insurance will make this Policy void unless the statements are contained in the signed application; and
2. any Employee in applying for insurance under this Policy will be used to reduce benefits or to defend a claim unless:
 - a) the statement is contained in a written, signed application; and
 - b) a copy of the application is given to the Employee or the Employee's beneficiary.

INCONTESTABILITY

Any statement made by an Employee on an application for insurance will not be contested after the Employee has been insured for two (2) consecutive years from the date of issue. No statement may be contested unless it is in writing. The application must be signed by the Employee. The Employee or Beneficiary must receive a copy.

Any written statement made by the policyholder on an application will not be contested after insurance has been in force for two (2) years. We will contest non-payment of premiums at any time.

MISSTATEMENT OF AGE

If the age of an Employee is not accurately stated:

1. an equitable adjustment of premium will be made; and
2. the true age will be used to determine {if and} in what amount insurance is valid under this Policy.

If a correction results in individual premium adjustment, refunds or charges will be made for only the current Policy Year and the prior Policy Year, if any.

AGENCY

The policyholder acts on its own behalf or as an agent of the Employees. Under no circumstances will the policyholder be deemed an agent of 5 Star Life.

WE PROVIDE CERTIFICATES OF INSURANCE

We will provide a certificate to the Policyholder for delivery to each Employee. The certificate is intended to provide a brief explanation of benefits provided through this Policy, but it does not form a part of this Policy. If the terms of a certificate and this Policy differ, this Policy will govern.

MISCELLANEOUS PROVISIONS

INSURANCE INFORMATION

The {Employer} will:

1. maintain records with respect to insurance under this Policy; and
2. provide Us with the information We need to administer this insurance contract and determine premium.

Insurance records must be sufficient to identify each Employer with insured Employees. Those records must establish the insurance status of each Employee. Employer records that may be relevant, in Our opinion, will be open for inspection by Us at any reasonable time.

Self-administered cases will calculate their monthly premium, before any adjustments, based on total benefit amounts and the rates per \$1,000 furnished by Us. We have a right to rely on the Policyholder for this information and to verify it from time to time. At least annually, the {Policyholder} will furnish updated census information showing age, sex, covered earnings and insurance amounts in each category of coverage being provided.

CHANGES IN THIS POLICY

No agent has the power to change or waive anything in this Policy.

We may change the terms of this Policy if We receive written request from the Policyholder. All changes that are made are stated in riders or amendments to this Policy. These documents must be signed by both Our President and Secretary. The Employee's consent or the consent of any beneficiary is not needed to make a policy change.

We may change this Policy if there is a change in a state or Federal law that affects Our liability.

CLERICAL ERRORS OR DELAYS

Clerical errors or omissions do not result in the denial of insurance. If there is any delay in posting the date of any termination of insurance, the delay does not extend any insurance provided by this Policy.

WORKERS' COMPENSATION

This Policy does not affect or take the place of Workers' Compensation insurance.

You may call 1-866-863-9753 to present inquiries or to obtain information about coverage of if You need assistance in resolving any complaints. Or, You can write to 5 Star Life Insurance Company at its administrative office at 421 S. 9th Street, Suite 222, Lincoln, NE 68508.

Should You wish to contact the Arkansas Insurance Department for assistance, You may do so by calling 1-800-282-9134. Or, You may send written correspondence to the Arkansas Insurance Department at 1200 West Third Street, Little Rock, AR 72201-1904.

CERTIFICATE VALIDATION

Employee: _____

Employer: Policy Effective Date: {November 1. 2008}
 Group Policy No. {GER000000000}
 {Class Number: {1} }
 {The John Doe Group Employer}
 {Line 1 of Company Address}
 {Line 2 of Company Address}
 {City, State ZIP Code}

If You cease active, Full-time work, ask Your Employer if any insurance coverage is still available.

IMPORTANT

When You receive this Certificate, sign Your name in the space provided above. Then, if You are eligible and enroll, this Certificate will become Your "Certificate of Insurance."

The effective date of Your insurance will be as described in eligibility and effective date provisions in the General Provisions sections of this Certificate.



A Baton Rouge, Louisiana Company

Administrative Office: [421 S. 9th Street, Suite 222, Lincoln, NE 68508 • 866-863-9753 • www.5starima.com]

CERTIFICATE OF INSURANCE

5 Star Life Insurance Company certifies that, subject to the terms of the Group Policy issued to [The John Doe Group Employer] (referred to as the Policyholder), the Employee named in the Certificate Validation insert is insured for the benefits described in this Certificate. This certificate, along with the Certificate Validation form, becomes the Certificate of Insurance. This Certificate of Insurance replaces any and all Certificates and riders previously issued.

This Certificate describes the benefits, provisions and limitations of the Group Policy that apply to You. Nothing in this Certificate waives or alters any of the terms or conditions of the Group Policy. The final interpretation of any specific provision in this Certificate is governed by the terms of the Group Policy. The benefits outlined in this Certificate are effective only if You are eligible for insurance, become insured and remain insured according to the terms of the Group Policy.

PLEASE READ YOUR CERTIFICATE CAREFULLY

Our Secretary and Our President witness this Certificate.

[*Maureen B. Ellner*]

Secretary

[*Graig S. Piers*]

President

**GROUP TERM [LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT] INSURANCE
[EMPLOYEE] CERTIFICATE
[Including an Accelerated Benefit]**

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SCHEDULE OF BENEFITS

Classes of Employees Eligible for Insurance

Class {1}: {All Employees}

{[EMPLOYEE] LIFE AND ACCIDENTAL DEATH [AND DISMEMBERMENT (AD&D)] INSURANCE }

[Amount of [Basic] Life Insurance] : An amount equal to \$10,000 to \$500,000 or to a multiple of annual Earnings.

[Amount of Optional Life Insurance] : An amount equal to \$10,000 to \$500,000 or to a multiple of annual Earnings.

[Maximum Amount of Life Insurance]: The combined amount of Basic and Optional Life Insurance cannot exceed the lesser of {1} times annual Earnings or {\$500,000}.

[Principal Sum of {Basic and Optional} AD&D Insurance]: An amount equal to {Your Amount of {Basic and Optional} Life Insurance}.

[No Evidence Limit for Employee {Basic and Optional} Life Insurance]: The combined amount of {Basic and Optional} Life Insurance cannot exceed the lesser of {\$10,000} or {\$250,000}.

[No Evidence Limit for Employee Optional Life Benefit]: \$ {10,000.00} to {\$250,000}.

[Note]: After initial election, Evidence of Insurability is required for any election that increases the amount by more than one (1) whole number multiple of {\$5,000}.

[Note]: After initial election, Evidence of Insurability is required for any election that increases the amount by more than {one half (½) times} annual Earnings.

[Reduction Rule]: The scheduled amounts of Life Insurance [, including Optional Life] [and AD&D] Insurance] are reduced as follows:

<u>[Your Attained Age]</u>	<u>Percentage of Reduction from Amount in Effect Just Prior to Age 65</u>
{65}	{35%}
{70}	{50%}
OR	
<u>[Your Attained Age]</u>	<u>Percentage of Reduction from Amount in Effect Just Prior to Age 65</u>
{65}	{35}%
{70}	{65}%
{75}	{75}%
{80}	{85}%

{DEPENDENT LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D) INSURANCE }

[Dependent [Scheduled] Life Insurance Benefit]

<u>Classification</u>	<u>Amount of Life Insurance</u>
Spouse	\$ {1,000.00}
Children	
Age {14 days} to 6 months	\$ {100.00}
[Age 6 months to 2 years	\$ {200.00}]
[Age 2 years to 3 years	\$ {400.00}]
Age {3 years} to end of Dependent status**	\$ {500.00}

** See DEFINITION provision in General Provisions for applicable Dependent definition for Life Benefit.]

SCHEDULE OF BENEFITS

[Dependent Optional Group Life [and [Spouse] AD&D] Insurance]

Your enrolled Dependents are insured for the amount selected on the enrollment application and, if appropriate, approved by Us.

Spouse Optional Benefit:

Maximum of {\$5,000}. Minimum : {\$5,000.}

Reduction will be according to {Your} Age and [the following] Reduction Schedule [:

<u>Spouse's Attained Age</u>	<u>Percentage of Reduction from Amount in Effect Just Prior to Age 65</u>
65	{50%}
70	{75%}
75	100%]

[In no event will the amount of Spouse benefit exceed 50% of Your {Optional} Life benefit amount. Reduction of Your benefit amount under the Employee Reduction Schedule may affect Your Spouse's benefit amount.]

[Dependent Spouse No Evidence Limit: {\$5,000}]

[Child Life [and AD&D] Benefit: {\$2,500}, {\$5,000}, {\$7,500}, or {\$10,000} as selected on enrollment application.

Age {14 days }to 6 Months: {\$500.00}

Age 6 months to end of Dependent status*: Full amount chosen above but not exceeding 50% of Your [Optional] Life Benefit]

[Dependent Child No Evidence Limit: \$ {5,000}]

GENERAL PROVISIONS

DEFINITIONS

Here are some of the terms used in this Certificate. Other terms are defined where used in this Certificate. All defined terms are important in describing rights under this Certificate. Please refer back to these definitions as You read. Defined terms are presented with capital letters to help identify them as such.

[Accidental Injury or Injury means sudden and unexpected bodily harm that occurs while covered under the Group Policy and not contributed to by any other cause.]

Actively At Work or Active Work means that You:

- (1) are present at Your Employer's place of business or another work site designated by Your Employer; and
- (2) are performing the material and substantial duties of Your job.

On any day that is not Your regularly scheduled work day (i.e., vacation, holiday or weekend), You are considered Actively At Work if You:

- (a) are not hospital confined; and
- (b) are not disabled due to Injury or Sickness; and
- (c) were Actively At Work on Your last scheduled work day.

Employees who usually perform the regular duties of their jobs at their homes are considered Actively At Work if they meet all the above requirements and could work at Your Employer's usual place of business if required to do so.

If Employees were covered under the Prior Policy on the day before the effective date of the Group Policy, the Actively At Work requirement may be waived by 5 Star Life for an amount of coverage up to that in force with the Prior Policy.

[Child means Your natural born or adopted child from the moment of placement in Your home. The term child also includes any stepchild who lives with You in a normal parent-child relationship and any child for whom You are the legal guardian. A Child must depend on You for at least fifty percent (50%) support.]

[Conversion Period means the thirty-one (31) day period starting at 12:01 AM on the day after insurance terminates.]

[Dependent means a person who is:

- (1) a lawful spouse; or
- (2) an unmarried Child {at least fourteen (14)} days old but }less than nineteen (19) years of age. An unmarried Child who is at least {nineteen (19)} years of age but less than {twenty-five (25)} years of age is also a Dependent if enrolled in a school as a full-time student and continues to receive at least 50% support from You.]

[Dependent Benefits or Dependent Insurance means the insurance for Your Dependents provided by the Group Policy.]

[Doctor means a person who is practicing within the scope of his or her license; and either

- (1) licensed to practice medicine and prescribe and administer drugs or to perform surgery; or
- (2) legally qualified as a medical practitioner and required to be recognized according to the insurance statutes or regulations of the governing jurisdiction. It does not include a claimant or spouse, daughter, son, father, mother, sister or brother.]

[Doctor's Care means:

- (1) on a regular basis, You personally visit an appropriate Doctor to effectively manage and treat the disabling condition(s); and
- (2) You are receiving the most appropriate treatment and care for the disabling condition.]

GENERAL PROVISIONS

DEFINITIONS

[Earnings means Your annual pay based on a work week of not more than forty (40) hours. Commissions and productivity incentives are included, but bonuses, overtime and other special pay are not. Commissions must be averaged over the lesser of the twenty-four (24) month period immediately prior to the effective date of Earnings changes or the entire period of employment. The Earnings amount must be verified by Us before use in calculating benefits. Earnings from sources other than Your Employer are not included in determining benefits.]

Employee means You if You work Full-time for Your Employer. You must be paid by Your Employer for work done at Your Employer's usual place of business or some other location that is usual for Your particular duties.

[The term Employee does not include You if You are performing services for Your Employer:

- pursuant to a contractual relationship with Your Employer;
- subject to the terms of a leasing agreement between Your Employer and a leasing organization; or
- You are receiving income that is reported by Your Employer on IRS Form 1099.]

Employee Benefits or Employee Insurance means the insurance for You provided by the Group Policy.

[Employer means the Policyholder. Such term shall also include each of its subsidiaries and affiliates on a list as maintained by the Policyholder.

A **subsidiary** is an entity with controlling stock ownership (51% or more) held by the Employer who is the policyholder.

An **affiliate** is a company whose business is controlled by the employer through stock ownership, contract, common officers or otherwise.]

[Evidence of Insurability means written proof given to Us that an eligible person is insurable. This proof must be based on medical information and must be acceptable to Us.]

[Family Status Change means one of the following events:

1. marriage or divorce;
2. the birth of a child;
3. the adoption of a child;
4. the death of a spouse or child;
5. the commencement or termination of a spouse's employment;
6. the change from part-time employment to full-time employment by You or Your spouse;
7. the change from full-time employment to part-time employment by You or Your spouse;
8. the taking of an unpaid leave of absence by You or Your spouse; or
9. a significant change in the health care coverage for You or Your spouse as a result of Your spouse's employment.]

Full-time means, for You, a work week of at least {forty (40)} hours. For Employees whose work weeks vary above and below this number, We will determine eligibility by averaging the hours worked in the ninety (90) day period immediately prior to the claim event benefit.

[Hospitalized means confinement for short term, intermediate or long term care on an inpatient basis in:

- (1) a hospital;
- (2) a convalescent facility;
- (3) a free standing surgical center;
- (4) a hospice;
- (5) a skilled nursing facility; or
- (6) a psychiatric, alcohol or drug treatment facility.]

[Injury [or Accidental Injury] means sudden and unexpected bodily harm that occurs while covered under the Group Policy and not contributed to by any other cause.]

GENERAL PROVISIONS

DEFINITIONS

[**No Evidence Limit** means the greatest amount of insurance an eligible person may have without providing Evidence of Insurability.]

Policy Month means the period of time that begins on a premium due date and runs to the next monthly premium due date.]

[**Policy Year** means a twelve (12) month period beginning on {the Policy Effective Date or its anniversary}.]

[**Prior Policy** means Your Employer's group policy in effect the day before the effective date of the Group Policy or the effective date of the subsidiary, affiliate, or new division's coverage under the Group Policy. The Group Policy replaces that policy or a portion of it.]

[**Retired Employee** means You if You are a covered former Employee who has retired according to the provisions of Your Employer's retirement plan.]

[**Self-Reported Symptoms** means manifestations of Your condition that are not objectively verifiable using tests, procedures or clinical examinations according to generally accepted medical practice.]

[**Sickness** means an illness or disease. It also includes an injury that occurs before You are covered under the Group Policy. It includes pregnancy.]

[**Special Care** means the following care or treatment that is given to a person either as an inpatient or an outpatient:

- (1) chemotherapy;
- (2) radiation therapy; or
- (3) dialysis treatment.]

[**Total Disability or Totally Disabled** means that during the first {twelve (12)} months after completing the waiting period for premium waiver, You,

1. are unable to perform all the material and substantial duties of Your own occupation on a Full-time or part-time basis because of an Injury or Sickness that started while insured under the Group Policy; and
2. do not work at all in any occupation; and
3. are under Doctor's Care.]

[[After the first {twelve (12)} months of premium waiver,]**Total Disability or Totally Disabled** means Your continuing inability, as a result of Injury or Sickness, to perform the material and substantial duties of any job for which You are or may become qualified by reason of education, training or experience. You must be receiving Doctor's Care.

You must be Totally Disabled throughout the waiting period for {premium waiver} and for as long as that benefit continues. We will waive the Doctor's Care requirement if We receive written proof, acceptable to Us, that further Doctor's Care would be of no benefit to You.]

[**Total Disability, Totally Disabled or Disabled**, for the purposes of Dependent Benefits, means a Dependent's inability to engage in substantially all the normal activities of a healthy person of the same age and sex in good health.]

You, Your or Yours mean the Employee.

We, Us or Our means 5 Star Life Insurance Company ("5 Star Life").]

GENERAL PROVISIONS

BECOMING ELIGIBLE FOR EMPLOYEE INSURANCE

You are eligible for insurance if are a member of an eligible class listed in the Schedule of Benefits and are not excluded in the list shown below. {You are not eligible if:

- (1) You are scheduled to work less than six (6) months in any twelve (12) month period; or
- (2) You work less than the required number of hours as defined in the definition of "Full-time"; or
- (3) {for Contributory Life benefits,} if You were eligible under a Prior Policy but enrolled late, declined coverage, or failed to pass Evidence of Insurability and was not covered for the same life benefit amount on the date before the effective date of the Group Policy. You will be considered not eligible {for any increase in life amount} until late entrant requirements are met under the Group Policy.}

[If You are not a citizen of the United States You must be a permanent resident of the United States or a U.S. Territory in order to be an eligible Employee.]

Service Requirement

The service requirement is a period of active Full-time employment You must complete before becoming eligible for insurance. The **Entry Date** is the day of the month on which new coverage is effective. Your Employer chooses the Entry Date in relation to the service time period.

You are eligible for insurance on the later of the Effective Date of the Group Policy or the date You begin active Full-time service for Your Employer, and satisfies Your Employer's waiting period.

Re-Hired Employees

If You are a re-hired Employee You will be treated as a new Employee and must satisfy a new service waiting period. However, if You are re-hired within one (1) year of the ineligibility date, all periods of Full-time work for Your Employer will count toward satisfaction of the waiting period. If You are re-hired after one (1) year, any past periods of work will not count when determining the date You satisfy the waiting period. You cannot become eligible for insurance before the last date re-hired.

Reinstatement

If You request reinstatement of insurance that terminated while You were still eligible to be covered by the Group Policy, You must first provide Evidence of Insurability satisfactory to Us.

EFFECTIVE DATE OF EMPLOYEE INSURANCE

Noncontributory Insurance means that Your Employer pays all of the cost of the insurance. All eligible Employees must be enrolled. Noncontributory benefits will become effective on the date You are eligible for insurance and Actively At Work. All employee non-contributory plans must be approved by Us.

Contributory Insurance means that Employees pay all or part of the cost of their insurance .

If any part of Your insurance is Contributory, all Your insurance will become effective on the earlier of the following dates, provided You are Actively At Work on that date:

- (1) the date You become eligible for insurance, provided enrollment occurs on or before that date;
- (2) the date You enroll for insurance, provided such date is within thirty-one (31) days after Your eligibility date for insurance.

If You enroll for life insurance more than thirty-one (31) days after Your eligibility date, Evidence of Insurability must be provided.

If You were eligible but not covered under a Prior Policy for comparable benefits, life insurance amounts greater than the benefit under the Prior Policy will be subject to Evidence of Insurability.

If less than {50%} of Your Employer's eligible employees participate in a contributory plan, all employees will be subject to Evidence of Insurability. All employee [and dependent] contributory plans must be approved by Us.

GENERAL PROVISIONS

EFFECTIVE DATE OF EMPLOYEE INSURANCE

[Exception]

[Increases in coverage as a result of a change in family status do [not] require submission of Evidence of Insurability [up to the No Evidence Limit]. Change in coverage made within thirty-one (31) days of a change in family status will be effective on the later of:

- (a) the date of the Family Status Change, or
- (b) the date You make written request for the change in coverage.]

Start Date Deferral

You must be Actively At Work on the date Your insurance goes into effect. If You are not Actively At Work, insurance does not become effective until Your return to Full-time work.

[If You do not return to work on a Full-time basis within thirty-one (31) days of the date Your insurance is to become effective, You must first give Us Evidence of Insurability. If this happens, Your insurance will not become effective until the later of these dates:

1. the Entry Date on or after the date We approve insurance based upon the Evidence of Insurability; or
2. the date You return to work on a Full-time basis.]

[The effective dates of Your {Optional} life insurance initial amounts or increases may be delayed if, in the ninety (90) day time period prior to the date insurance is to become effective, You:

1. had been Hospitalized; or
2. had, or been advised to have, Special Care.

If either 1 or 2 above apply to You, Your insurance will not become effective until the earlier of these dates:

1. the Entry Date on or after You have gone ninety (90) days without being Hospitalized and without having Special Care; or
2. if You choose to give Us Evidence of Insurability, the Entry Date on or after We approve Your insurance based upon that Evidence, but not before You are Actively At Work.]

[Eligible Employees who refuse {Optional} Life Insurance when they are first eligible to enroll for such insurance may subsequently enroll during the Employer's Open Enrollment Period. Evidence of Insurability will [not] be required {for increases of more than one half (1/2) times Earnings or one increment}.]

[Retired Employees

Retired Employees will be considered still actively employed solely for the purposes of eligibility for benefits provided for retired employees. Those benefits are shown on the Schedule of Benefits. Classes being mutually exclusive, a retiree cannot be covered as an Active Employee as well.]

[No Evidence Limit]

1. You may be eligible for more than this amount initially; or
2. the amount of existing insurance may be increased to an amount in excess of any No Evidence Limit; or
3. the amount of insurance currently in excess of the No Evidence Limit may be further increased.

In any of these situations, You must send Us Evidence of Insurability. The amount of Your insurance in excess of that limit will become effective as described in the Evidence of Insurability provision.

[Within two (2) years of its effective date, no amount or increase in amount of Employee Life Insurance issued at any time in excess of the No Evidence Limit is payable for a death due to suicide.]

[If You were insured under the Prior Policy on the day before the effective date of the Group Policy, the Actively At Work requirement may be waived for up to the amount of coverage in force under the Prior Policy.]

GENERAL PROVISIONS

EVIDENCE OF INSURABILITY

Individual Evidence of Insurability satisfactory to Us must be given to Us if:

- You apply for insurance more than thirty-one (31) days after becoming eligible; or
- You apply to reinstate coverage after voluntarily ending insurance[; or
- You were eligible but not covered under the Prior Policy] [; or
- You did not return to Active Work within thirty-one (31) days of the planned effective date]; or
- You convert Your insurance and again become eligible for insurance under the Group Policy and do not lapse Your conversion policy[; or
- [for optional amounts of insurance ,] [participation in the optional portion is less than {sixty percent (60%)}] [; or
- [for optional life insurance], You are age seventy (70) or over] [; or
- You apply to increase Your optional benefit[by more than {one half (½) times Earnings} {or} {more than one (1) flat increment}] [; or
- You are covered under the Premium Waiver Benefit provisions, return to Active Work for less than thirty (30) days and apply to increase optional coverage] [; or
- Your life insurance amount exceeds the No Evidence Limit].

Evidence of Insurability will be in the form of a self-completed insurability statement. We may require additional evidence. We may require that You be examined by a Doctor of Our choice, at Your expense[, except for exams required for amounts over the No Evidence Limit.

Whenever Evidence of Insurability is required, the coverage in questions will not be effective until the later of:

- a. the Entry Date on or after Our approval; or
- b. the eligibility date; or
- c. the enrollment date.]

GENERAL PROVISIONS

[BECOMING ELIGIBLE FOR DEPENDENT INSURANCE]

You may be eligible for Optional Dependent Benefits only if Your Employer has chosen to offer optional dependent life insurance.

Employees who have one or more Dependents are eligible for Dependent Insurance on the date Employees become eligible for optional insurance unless they were eligible under the Prior Policy and declined such coverage or the Dependent failed to pass Evidence of Insurability requirements. In that situation, the Dependents will be considered late entrants for coverage under the Group Policy.

If You do not have any Dependents, You do not qualify for Dependent Insurance. In this case, You become eligible for Dependent Insurance on the date You acquire a Dependent.

A person may not be covered under both Employee and Dependent Life. A Dependent Child may not be covered under Dependent Life as a Dependent of more than one Employee.

[EFFECTIVE DATE OF INSURANCE FOR DEPENDENTS]

[Noncontributory Insurance means that Your {Employer} pays all of the cost of Your Dependent Insurance. All eligible Dependents must be enrolled. Your Dependent Noncontributory benefit will become effective on the date You are eligible for Dependent Insurance and Actively At Work, subject to the Disabled Dependent provision.]

Contributory Insurance means that You pay all or part of the cost of Your Dependent Insurance.

If Your Dependent Insurance is Contributory, Your Dependent Insurance will become effective on the earlier of the following dates, provided You are Actively At Work on that date:

- (1) the date You become eligible for Dependent Insurance, provided enrollment occurs on or before that date;
- (2) the date You enroll for Dependent Insurance, provided such date is within thirty-one (31) days after becoming eligible for insurance.

If You enroll for Dependent Life Insurance more than thirty-one (31) days after the date they become eligible for such insurance, Evidence of Insurability is required.

Dependent Start Date Deferral

Insurance does not begin until the Dependent is not Totally Disabled or confined at home, in a hospital or elsewhere. [For the amount of benefit provided under the Prior Policy on the day before the Effective Date of the Group Policy, this provision does not apply.]

The effective dates of coverage may be delayed if, in the ninety (90) day time period prior to the date insurance is to become effective, Dependents:

- (1) had been Hospitalized; or
- (2) had, or been advised to have, Special Care.

If either 1 or 2 above apply to Dependents, their insurance will not become effective until the earlier of these dates:

- (1) the Entry Date on or after they have gone ninety (90) days without being hospitalized and without having Special Care; or
- (2) if they choose to give Us Evidence of Insurability, the Entry Date on or after We approve their insurance based upon that Evidence.

Eligible Employees with Dependents who refuse Dependent Life Insurance when they are first eligible to enroll for such insurance may subsequently enroll for Dependent Insurance during Your Employer's Open Enrollment Period. Evidence of Insurability will be required for Dependents enrolled late.

GENERAL PROVISIONS

[EFFECTIVE DATE OF INSURANCE FOR DEPENDENTS]

[Reinstatement]

If You request reinstatement of Dependent insurance terminated while You were eligible to be insured by the Group Policy, You must first provide Evidence of Insurability satisfactory to Us.

No Evidence Limit

No Evidence Limit means the greatest amount of insurance a Dependent may have without providing Evidence of Insurability. The No Evidence Limit for a Dependent Spouse [or Dependent Child] is shown on the Schedule of Benefits.

If the Dependent's amount of insurance exceeds the No Evidence Limit, the amount of insurance in excess of that limit will become effective on the Entry Date after:

- (1) the Dependent becomes eligible for the insurance ; and
- (2) We approve the Dependent's Evidence of Insurability.

[EVIDENCE OF INSURABILITY FOR DEPENDENTS]

Individual Evidence of Insurability satisfactory to Us must be given to Us for Dependents if:

- You apply for insurance more than thirty-one (31) days after becoming eligible; or
- You apply to reinstate coverage after voluntarily ending insurance; or
- You were eligible but not covered under the Prior Policy for Dependent Spouse and/or Child benefits; or
- [participation in the optional portion is less than sixty percent (60%); or]
- You apply to increase Your Dependent benefit; {by more than one increment}][or
- A Spouse [or Dependent Child] life insurance amounts exceed the No Evidence Limit.

Evidence of insurability will be in the form of a self-completed health statement. We may require additional evidence. We may require that Dependents be examined by a Doctor of Our choice, at Your expense, {except for exams required for amounts over the No Evidence Limit}.

Whenever Evidence of Insurability is required, the coverage in question will not be effective until the later of:

- (1) the date We approve the evidence; or
- (2) the Dependent's eligibility date.

[ADDING DEPENDENTS]

[Any new Dependents You acquire while insured for Dependent Insurance are insured from the date they become Dependents.]

Spouse coverage and Child coverage may be chosen separately. If Employees are initially enrolled for one coverage but not the other, a written request for insurance on a form approved by Us must be made to add the new category. Insurance for the new Dependent category becomes effective as described for initial Dependent coverage.

If You have enrolled for Dependent Child(ren) coverage, any additional Children automatically become covered on the date they become Dependents.

GENERAL PROVISIONS

ASSIGNMENT OF BENEFITS

You may assign the right, title and interest of insurance benefits under the Group Policy. Assignment must be made to a third party other than Your Employer. If You elect to assign Your benefits, You must assign the entire benefit. An assignment must be in writing on a form approved by Us. {All assignments are kept in Our Home Office.} {We will accept generic assignment forms on file with Your Employer or with the prior insurer.} If We make payment before We receive the assignment, the assignment shall have no effect on the payment previously made.

You may not make any assignment that is inconsistent with the following requirements.

1. Absolute assignment is irrevocable and transfers all rights, including but not limited to:
 - the right to change the Beneficiary;
 - the right to buy an individual policy of Life insurance on Your life under **Conversion Privileges**; and
 - the right to receive Accidental Dismemberment benefits].
2. The assignment will apply to all insurance in effect on the date of assignment and any that becomes effective after that date.
3. The assignment will have no effect unless it is made by You and endorsed by 5 Star Life during Your lifetime. We and Your Employer assume no responsibility for the validity, sufficiency or effect of the assignment (including assignments on forms furnished by Us or by Your Employer).
4. [All Accidental Dismemberment benefits will be paid to the assignee.]

[Unless the Beneficiary designation was irrevocable, the assignment will be assumed to change the Beneficiary to the assignee. The assignee may, of course, designate another beneficiary.]

CHANGE IN AMOUNTS OF INSURANCE DUE TO CLASS OR EARNINGS

The amount of insurance for which You are eligible is shown in the Schedule of Benefits. The benefits offered and the amounts of those benefits may vary by class.

Benefits may increase or decrease due to a change in class[or Earnings]. Your {Employer} must:

1. determine the effective date of the change;
2. report the change to Us in writing upon Our request; and
3. submit the correct premium amount reflecting the change.

[Any amount of the change that exceeds the No Evidence Limit will become effective as described under the No Evidence Limit.]

You must be Actively At Work on the date a change in the amount of insurance becomes effective. If You are not Actively At Work, a change does not become effective until Your return to Full-time work.

[CHANGES IN OPTIONAL AMOUNTS]

[For provisions relating to changing individual Employee elections, see the Effective Date provisions and the particular optional benefit section.]

GENERAL PROVISIONS

TERMINATION OF EMPLOYEE INSURANCE

Your insurance terminates on the earliest of:

1. the date the Group Policy terminates[; or
2. the date the benefit terminates]; or
3. the first day for which You fail or refuse to make any required premium payment[;];
4. [at the end of the Policy Month during which]You no longer work in an eligible class]; or
5. [at the end of the Policy Month during which]You cease active work for Your Employer[; or
6. the date You become a member of any military, navy, or air force of any country or international body].

Premium payment beyond Your termination date does not extend coverage. Termination of insurance will not affect any claim incurred before the date of termination.

[LEAVES OF ABSENCE]

[Injury or Sickness]

If You cease Full-time work because of Injury or Sickness, insurance may be continued if:

1. the continuation is based on rules that preclude individual selection; and
2. Your Employer continues to pay premium for You; and
3. the Group Policy remains in force; and
4. the period of continuation is not more than {twelve (12) }months from the date You stopped working Full-time.

Temporary Layoff or Leave of Absence

If You cease work because of layoff {, strike, suspension} or an approved temporary leave of absence, benefits may be continued. Any continuation of insurance must be based on rules that preclude individual selection.

Layoff or leave of absence means Your Employer has agreed in writing and in advance to a temporary leave of absence for a specified period of time.

Insurance may be continued for the remainder of the Policy Month in which You last worked and for the following {one (1)} whole} Policy Month{s}. Longer continuation must be approved by Us in advance.]

[Continuation of insurance resulting from a strike must be approved by Us in advance.]

[OPTIONAL CONTINUATION OF LIFE INSURANCE]

[Subject to Our approval, [life] insurance may be continued if You cease Full-time work with Your Employer and:

1. {the benefit is included as part of a Severance Contract with Your Employer; and}
2. the continuation is based on rules that preclude individual selection; and
3. Your Employer continues to pay premium for You; and
4. the Group Policy remains in force.

The period of continuation will end not more than {six (6)} months from the date You stopped working Full-time.]

[If the Group Policy provides more than one leave of absence provision that applies to You, the leaves will be concurrent. All continuations under the Group Policy end upon policy termination.]

GENERAL PROVISIONS

[TERMINATION OF DEPENDENT INSURANCE]

[Dependent Insurance terminates on the earliest of:

1. the date the Group Policy or the Dependent Benefits terminate; or
2. the date on which You are no longer insured under the Group Policy; or
3. the first day for which You fail or refuse to make any required premium payment; or
4. the date You no longer have Dependents; or
5. the date the dependent no longer meets the definition of Dependent[]; or
6. the date the Dependent becomes a member of any military, navy, or air force of any country or international body];
or
7. the date the Dependent becomes insured as an Employee under the Group Policy.

Premium payment beyond Your or Your Dependent's termination date does not extend coverage. Termination of insurance will not affect any claim incurred before the date of termination.

[Dependent children are insured until they reach the maximum age shown in the Group Policy. If a Dependent Child meets the conditions shown below, We extend Dependent Benefits for as long as You are insured for Dependent Insurance.

1. Due to mental incapacity or physical handicap, the Child is incapable of self-support; and
2. You provide support for the Child.

EMPLOYEE LIFE INSURANCE BENEFIT

WHAT WE PAY

At the time of Your death, We pay the insurance amount in force for You as {defined on the Schedule of Benefits}. When We receive proof of death, We pay this amount to the Beneficiary.

THE BENEFICIARY

A **Beneficiary** is a person named by You to receive the death benefit. You must name Your Beneficiaries in writing on a form approved by Us. You must sign and date the designation. In no event may You name Your Employer entity as Beneficiary. This Beneficiary designation is kept {by the Employer} as part of Your insurance records.

After We make payment, We have no further liability.

Change of Beneficiary

Unless You irrevocably name a Beneficiary, You have the right to change Your Beneficiary at any time. You must do this in writing on a form satisfactory to Us, stating the date the change is to take effect. The form must be delivered to Us or to Your Employer during Your lifetime. No change may take effect if We receive it after We pay the death benefit. It is Your Employer's responsibility to be sure You are given the opportunity to change Your Beneficiary whenever desired.

Payment to Beneficiary

More than one named Beneficiary will share equally unless You clearly designate the order of rights. The share of a Beneficiary who dies before You will pass to any surviving beneficiaries in the order You designated.

We may rely on an affidavit or other written evidence deemed satisfactory to Us to determine the identity or the nonexistence of Beneficiaries not identified by name. Any payment made by Us in good faith reliance on such evidence will fully discharge Us to the extent of such payment.

If You have no surviving Beneficiary, We have the right to make the payment to the estate or to any one of the classes listed below:

1. Your spouse.
2. Your children.
3. Your parents.
4. Your brothers and sisters.

FACILITY OF PAYMENT

If the Beneficiary is a minor or otherwise incapable of giving a valid release, at Our option and until claim is made by the duly appointed guardian of the Beneficiary, We may make payment to:

1. any relative of the Beneficiary by blood or marriage; or
2. any other person or institution that appears to Us to have assumed custody and principal support of the Beneficiary.

Payment under these circumstances may not exceed {\$100} per month. They will be made for the sole benefit of the Beneficiary.

At Our judgment, a part of Your death benefit may be paid to any person who has incurred expenses in connection:

1. with Your burial; or
2. with the Injury or Sickness that caused Your death.

However, the maximum amount payable to that person is {two thousand (\$2,000)} or the amount established by state law.

EMPLOYEE LIFE INSURANCE BENEFIT

SIMULTANEOUS DEATH PROVISION

If a Beneficiary dies:

1. on the same day You die; or
2. within fifteen (15) days thereafter;

benefits will be paid as if that Beneficiary had died before You. If proof of loss with respect to Your death was delivered to Us before the date of the Beneficiary's death, this provision will not apply.

HOW THE LIFE INSURANCE BENEFIT IS PAID

The life insurance benefit is paid in a single sum.

CONVERSION PRIVILEGES

When You May Convert

You may convert Your group life insurance to an individual life policy without Evidence of Insurability if any or all of Your life insurance ends because:

1. You:
 - a. no longer work for Your Employer;
 - b. have retired[; or
 - c. reach an age shown in the Reduction Schedule on the Schedule of Benefits] [; or
 - d. are no longer eligible for the life insurance amount under the Group Policy.

You may convert a life amount equal to or less than the amount that terminated. [If You convert an amount that exceeds Your life insurance reduction due to retirement, all insurance under the Group Policy will end upon retirement.]

2. the Group Policy:
 - a. terminates; or
 - b. is amended to exclude the class in which You belong; or
 - c. is amended to terminate the Employee Life Insurance Benefit.

In these events, You must have been insured by Us under the Group Policy for at least five (5) consecutive years just before the termination. The maximum life amount that may be converted is the lesser of:

- a. the terminated life amount less the life amount for which You become eligible under any other group policy within thirty-one (31) days of the termination; or
- b. \$10,000.

Conditions Applicable to Any Life Conversion

The following provisions apply to any individual life policy issued under these conversion privileges.

1. You may convert to any one of the policy forms We normally issue except term insurance.
2. Benefits for disability and accidental death are not included in the converted policy.
3. An individual policy will be issued only if application is made within thirty-one (31) days of the date the Your Life Insurance ends. Payment of the first premium must be paid within that time also.
4. The cost of the converted policy is based on Our standard rates for the form of the converted policy.
5. The converted policy will take effect at the end of the Conversion Period.

Conversion Policy Replaces Group Amount

The converted amount of life insurance will replace the group life insurance amount that You were eligible to convert.

If You Die Before Converting Your Insurance

If You die during the thirty-one (31) day period allowed for conversion, We pay the amount of group life insurance You were eligible to convert, whether or not You had applied for a converted policy. [AD&D and disability benefits are not extended through the Conversion Period].

EMPLOYEE LIFE INSURANCE BENEFIT

CONVERSION PRIVILEGES

Notice and Extension

The Insured shall be given written notice of the existence of this right at least 15 days prior to the expiration of the Conversion Period. If this written notice is given more than 15 days after this date, the time allowed for exercise of the conversion privilege shall be extended for a period of 15 days following the date of the written notice. In no event, may this extended period go beyond 60 days after the expiration of the Conversion Period. The written notice shall be presented to the Insured or mailed by 5 Star Life to the last known address of the Insured [furnished to 5 Star Life by the Policyholder].

[PREMIUM WAIVER BENEFIT]

Qualification

Your [Basic] Life Insurance may be extended beyond termination provisions under the Group Policy if:

1. We receive proof satisfactory to Us that You became Totally Disabled while insured under the Group Policy and before age {sixty (60)}; and
2. You have been Totally Disabled for at least {nine (9)} consecutive months; and
3. You or someone on Your behalf sends this proof within twelve (12) months after the date You become Totally Disabled.

If this time limit is not met, You must show Us that:

1. it was not possible for notice or proof to be sent within the twelve (12) months; and
2. that it was sent as soon as possible [but no longer than three (3) months after notice and proof was otherwise required].

[If proof is received beyond the twelve (12) month filing period and the three (3) month extension, We will permit the Employer to continue paying premium for the Totally Disabled Employee. Coverage continued under this arrangement will terminate at the earlier of:

1. cessation of Total Disability; or
2. termination of the Group Policy.]

You may not have life insurance extended if You have already converted any part of Your insurance. However, You may surrender Your converted policy for a premium refund and be eligible for extension of benefits through premium waiver.

What Premium Is Waived

Once proof of Total Disability is approved by Us, Your Life Insurance will be extended without further premium payments until coverage ceases according to the termination provisions listed under **When Life Premium Waiver Ends**. The first period for which premium will be waived will begin on the later of:

1. the date the required proof is received by Us; or
2. the month You have been Totally Disabled for {nine (9)} months.

Exceptions

We do not waive premiums if the Disability is the result of any of the following:

1. intentionally self-inflicted injury while sane or insane;
2. service in the military, naval or air forces of any country or international body; or
3. taking part in a riot or insurrection.

Continuing Waiver

Proof of continuing Total Disability must be given as We may require, at regular intervals. After two (2) years, We will require proof no more than annually. The proof must be submitted within three (3) months of the request. All proof must be given to Us [at Our Home Office] at no cost to Us.

We have the right to ask that You be examined by a Doctor of Our choice and at Our own expense.

EMPLOYEE LIFE INSURANCE BENEFIT

[PREMIUM WAIVER BENEFIT]

The Life Insurance Amount That Remains In Force

The amount of insurance that remains in force is the amount for which You were insured on the last day of Active Work. All Policy reduction provisions in effect on that date will apply to the extended amount, including any age reductions. [AD&D coverage is not extended.]

When Life Premium Waiver Ends

Extended life insurance if You are a Totally Disabled Employee stays in force until the earliest of these events:

1. You are no longer Totally Disabled.
2. You convert Your insurance.
3. You fail to submit satisfactory proof of Total Disability.
4. You refuse to be examined as required.
5. You retire or reach age {sixty-five (65)}.

[Extended benefits cease upon Your retirement. If life insurance benefits are provided for retired employees, You may be eligible for these benefits subject to the terms of the Group Policy and the payment of the required premium.]

When You Are No Longer Eligible for Premium Waiver

If You:

1. are no longer eligible for the extended insurance; and
2. return to work for Your Employer; and
3. premium payments on Your behalf are resumed;

You will become insured for the amount of insurance for which You are eligible by class. You must return to Active Work for thirty (30) days or provide Us with Evidence of Insurability before any increase in insurance amount becomes effective.

If You do not return to work for Your Employer, You may elect to convert any insurance for which You are eligible. See the **Conversion Privileges** provision.

When The Group Policy Terminates

Termination of insurance does not affect any claim incurred before the date of termination.

Extended Death Benefit

We will pay life benefits if You die after Your insurance under this life insurance ends and if, within one year after Your death, We receive proof that:

1. insurance ceased because You were Totally Disabled;
2. the Total Disability began while You were insured under the Group Policy's Life Insurance Benefit and before Your {sixtieth (60th)} birthday;
3. You remained Totally Disabled until Your death;
4. You died not more than {twelve (12)} months after ceasing Active Work and within a period that does not exceed the length of time actually insured under the Group Policy before ceasing Active Work; and
5. You died before Your {sixty-fifth (65th)} birthday and before retirement.

The Life benefit will be payable in the same manner and in the same amount as if You had died while insured. [Any reductions applicable to active Employees will be applied.]

EMPLOYEE LIFE INSURANCE BENEFIT

[ACCELERATED BENEFIT]

What We Pay

If, while insured for life insurance under the Group Policy, You provide Us with satisfactory proof of having a Terminal Condition, We may pay You, once during Your lifetime, a portion of the life insurance amount as an accelerated benefit.

Terminal Condition means a condition:

1. expected to result in Your death within {six (6)} months; and
2. from which there is no reasonable prospect of recovery.

The minimum accelerated benefit allowable is {\$5,000}

The Maximum amount of accelerated benefit payable is the least of the following:

1. the amount requested; or
2. {fifty percent (50%)} of Your life insurance amount that is in force on the application date for an accelerated benefit; or
3. \${50,000.00}.

This benefit will be paid to You in one lump sum. If the amount of Your life insurance under the Group Policy is scheduled to reduce within {six (6)} months following the application date for the accelerated benefit, the lump sum accelerated benefit payment will be based on the reduced amount.

Application for an Accelerated Benefit

You must apply and be approved for an accelerated benefit. To qualify, You must:

1. obtain certification from a Doctor that You have a Terminal Condition as defined by the Group Policy; and
2. provide supporting evidence, satisfactory to Us, documenting the Terminal Condition; and
3. submit a completed claim form; and
4. provide Us with a signed form from any irrevocable Beneficiary consenting to the payment of the accelerated benefit.

While a claim is pending, We may, at Our own expense, have You examined by a Doctor of Our choice.

Premium Charge

[There is no additional charge for this benefit.]

[Monthly premium will be unchanged except for any portion that may qualify under the Premium Waiver provision [in Optional Life].

EMPLOYEE LIFE INSURANCE BENEFIT

[ACCELERATED BENEFIT]

Effect on Life Insurance and Other Benefits

An amount paid as an accelerated benefit is not available for Conversion under the Group Policy; however, any other changes in the amount of Your Life Benefit are subject to the usual Conversion provisions of the Group Policy.

The amount of Your Life insurance benefit and the amount eligible for Conversion under the Group Policy will be reduced by the amount paid as an accelerated benefit {and the interest charge for the accelerated amount}.

Here is an example of the effect of an accelerated benefit payment on the remaining life insurance benefit:

Life Insurance Benefit Amount:	\$100,000
Accelerated Benefit Amount:	\$50,000
Remaining Amount of Life Insurance after Acceleration:	\$50,000

[Dependent Life Insurance] will not be affected by payment of an accelerated benefit under the Employee Life Insurance Benefit.]

Limitations

This Accelerated Benefit is NOT a long-term care policy or nursing home insurance policy. The amount this benefit pays You may not be enough to cover medical, nursing home or other bills.

Receipt of this accelerated benefit MAY AFFECT MEDICAID and SUPPLEMENTAL SECURITY INCOME ("SSI") eligibility, as well as other governmental assistance programs. Without exercising the option to accelerate benefits, mere eligibility for an accelerated benefit will not in and of itself affect Your eligibility for these government programs. However, exercising the option to accelerate benefits and receiving that benefit before applying for these programs, or while receiving government benefits, may affect Your initial or continued eligibility. You should contact the Medicaid Unit of the local department of Public Welfare and Social Security Administration Office for more information.

Exclusions

No accelerated benefit will be paid if:

1. any portion of Your benefit is assigned; or
2. You are required by a court of law to exercise this option to satisfy the claim of creditors, whether in bankruptcy or otherwise; or
3. You are required by a governmental agency to exercise this option in order to apply for, receive or continue a government benefit or entitlement; or
4. You have previously received an accelerated benefit under the Group Policy or any prior group policy that the Group Policy replaces.

EMPLOYEE OPTIONAL LIFE INSURANCE BENEFIT

WHAT WE PAY

At the time of Your death, We pay the amount of insurance in force as selected on Your enrollment application and, if appropriate, approved by Us. [You must be covered under the Basic Life Benefit in order to select a Optional amount. All provisions in the basic Employee Life Benefit section apply to this Optional coverage unless specifically limited there. In addition, the following provisions apply.]

[BENEFICIARY DESIGNATION

We will pay the Beneficiary named for the basic Life. Percentages assigned to multiple Beneficiaries will be applied to the combined benefit amount to be paid. Employers cannot be designated as Beneficiaries.]

EVIDENCE OF INSURABILITY

[If participation [in the Optional Life Insurance portion] is less than {sixty percent (60%), Evidence of Insurability is required.]

[If You are seventy (70) years old or older, We require Evidence of Insurability satisfactory to Us before You can become insured for the Optional Life Benefit. Insurance becomes effective on the later of:

1. the date We approve the insurance ; or
2. the date You are Actively At Work.]

See the **EVIDENCE OF INSURABILITY** provisions in the General Provisions section for further details.

EXCLUSIONS

No amount or increase in amount of [Optional] Life Insurance, issued at any time, is payable for death due to suicide during the first two (2) years after You become insured for such amount.

No amount of [Optional] Life Insurance is payable for death due to commission, or attempt to commit, a felony.

CHANGES IN AMOUNTS OF {OPTIONAL} LIFE BENEFIT

To increase the multiple of Earnings {more than one half ($\frac{1}{2}$) times Earnings} {or the flat amount chosen more than one increment}, You must submit satisfactory Evidence of Insurability. If an increase in Earnings results in the new benefit's exceeding the No Evidence Limit shown on the Schedule of Benefits, evidence will be required. The change will be effective as described in **Evidence of Insurability** provision in **General Provisions**.

Any exclusion or limitation that applied to the effective date of initial coverage applies to increases as well.

Decreases in amounts of {Optional} benefits are effective with date of signature.

Exception

[Increases in coverage as a result of a change in family status do not require submission of Evidence of Insurability [up to the No Evidence Limit]. Change in coverage made within thirty-one (31) days of a change in family status will be effective on the later of:

- (a) the date of the Family Status Change, or
- (b) the date You make written request for the change in coverage.]

EMPLOYEE OPTIONAL LIFE INSURANCE BENEFIT

[OPTIONAL LIFE PREMIUM WAIVER]

[If You are covered for an Optional Life amount, premium waiver is available but does not apply to disabilities due to any exclusion that would have applied to a death claim on the last day of Active Work.] [If You are accepted for premium waiver for Your Optional Life benefit, Your Dependent Life amounts will be placed on premium waiver as well.]

[PREMIUM WAIVER BENEFIT]

Qualification

[Your {Optional} Life Insurance may be extended beyond termination provisions under the Group Policy if:

1. We receive proof satisfactory to Us that You became Totally Disabled while insured under the Group Policy and before age {sixty (60)}; and
2. You have been Totally Disabled for at least {nine (9)} consecutive months; and
3. You or someone on Your behalf sends this proof within twelve (12) months after the date You become Totally Disabled.

If this time limit is not met, You must show Us that:

1. it was not possible for notice or proof to be sent within the twelve (12) months; and
2. that it was sent as soon as possible and no longer than three (3) months after notice and proof was otherwise required.

[If proof is received beyond the twelve (12) month filing period and the three (3) month extension, We will permit Your Employer to continue paying premium for You. Coverage continued under this arrangement will terminate at the earlier of:

1. cessation of Total Disability; or
2. termination of the Group Policy.]

You may not have life insurance extended if You have already converted any part of Your insurance. However, You may surrender Your converted policy for a premium refund and be eligible for extension of benefits through premium waiver.

What Premium Is Waived

Once proof of Total Disability is approved by Us, Your Life Insurance will be extended without further premium payments until coverage ceases according to the termination provisions listed under **When Life Premium Waiver Ends**. The first period for which premium will be waived will begin on the later of:

1. the date the required proof is received by Us; or
2. the month You have been Totally Disabled for {nine (9)} months.

[Exceptions

We do not waive premiums if the Disability is the result of any of the following:

1. intentionally self-inflicted injury while sane or insane;
2. service in the military, naval or air forces of any country or international body; or
3. taking part in a riot or insurrection.]

Continuing Waiver

Proof of continuing Total Disability must be given as We may require, at regular intervals. After two (2) years, We will require proof no more than annually. The proof should be received within three (3) months of Our request. All proof must be given to Us [at Our Home Office] at no cost to Us.

We have the right to ask that You be examined by a Doctor of Our choice and at Our own expense.

EMPLOYEE OPTIONAL LIFE INSURANCE BENEFIT

[PREMIUM WAIVER BENEFIT]

The Life Insurance Amount That Remains In Force

The amount of insurance that remains in force is the amount for which You were insured on the last day of active employment. All Policy reduction provisions in effect on that date will apply to the extended amount, including any age reductions. [AD&D coverage is not extended.]

When Life Premium Waiver Ends

Extended life insurance if You are Totally Disabled stays in force until the earliest of these events:

1. You are no longer Totally Disabled.
2. You convert Your insurance.
3. [You fail to submit satisfactory proof of Total Disability.]
4. You refuse to be examined as required.
5. You retire or reach age {sixty-five (65)}.
6. [For Employees with disabilities caused by Self-Reported Symptoms, the end of {twenty-four (24)} months of premium waiver.]
7. [Employees are no longer eligible to receive long term disability benefits under the plan carried or sponsored by their Employer. We are entitled to rely on the certification of the Employer as to disability status under the long term disability plan.]

[Extended benefits cease upon Your retirement. If life insurance benefits are provided for retired employees, You may be eligible for these benefits subject to the terms of the Group Policy and the payment of the required premium.]

When You Are No Longer Eligible for Premium Waiver

If You:

1. are no longer eligible for the extended insurance ; and
2. return to Active Work for Your Employer; and
3. premium payments on Your behalf are resumed;

You become insured for the amount of insurance for which You are eligible by class. Before any increase in insurance amount becomes effective, You must return to Active Work for thirty (30) days or provide Us with Evidence of Insurability satisfactory to Us.

If You do not return to work for Your Employer, You may elect to convert any insurance for which You are eligible. See the **Conversion Privileges** provision.]

When The Group Policy Terminates

Termination of insurance does not affect any claim incurred before the date of termination.]

[Extended Death Benefit]

[We will pay life benefits if You die after Your insurance under this life insurance ends and if, within one year after the death, We receive proof that:

1. insurance ceased because You were Totally Disabled;
2. the Total Disability began while You were insured under the Group Policy's Life Insurance Benefit and before Your {sixtieth (60th)} birthday;
3. You remained Totally Disabled until Your death;
4. You died not more than {twelve (12)} months after ceasing Active Work and within a period that does not exceed the length of time actually insured under the Group Policy before ceasing Active Work; and
5. You died before Your {sixty-fifth (65th)} birthday and before retirement.

The Life benefit will be payable in the same manner and in the same amount as if You had died while insured. [Any reductions applicable to active Employees will be applied.]

DEPENDENT (OPTIONAL) LIFE INSURANCE BENEFIT

WHAT WE PAY

[At the time of a Dependent's death, We pay the amount of insurance in force for Your Dependent in accordance with the Schedule of Benefits. When We receive proof of a Dependent's death, We pay the scheduled amount to You. If You are no longer living, the amount is paid to the Dependent's estate unless the Simultaneous Death provision applies.]

[At the time of a Dependent's death, We pay the amount of insurance in force for Your Dependent as selected on the enrollment application and, if appropriate, approved by Us. When We receive proof of the Dependent's death, We pay the amount to You. If You are no longer living, the amount is paid to the Dependent's estate unless the Simultaneous Death provision applies.]

CONVERSION PRIVILEGES

If Dependent Life Insurance Ends

Dependents have the right to convert their group life insurance to an individual policy if any or all of their life insurance ends because:

1. You no longer work for Your Employer; or
2. You transfer into an ineligible class; or
3. You apply for and are granted extension of life benefits under {waiver of premium}; or
4. You die; or
5. the dependent no longer meets the definition of Dependent.

No medical exam is required to obtain an individual policy.

To convert, We must receive two things within thirty-one (31) days of the date the Dependent's insurance ends:

1. A completed application for conversion.
2. Payment of the first premium.

Dependents may convert to any one of the policy forms We normally issue except term insurance. Dependents may convert the amount for which they were insured under the Group Policy or, at their option, a lower amount. Benefits for disability and accidental death are not included in the converted policy. The cost of the converted policy is based on Our standard rates for the form of the converted policy.

The converted policy takes effect at the end of the thirty-one (31) day period after the Dependent's group life insurance has ended.

If The Group Policy or This Benefit Terminates

Dependents also have the right to convert if their group life insurance ends because {the Group Policy}:

1. terminates; or
2. is amended to exclude the class in which You belong; or
3. is amended to terminate the Dependent Life Insurance Benefit.

For Dependents to be eligible for conversion under these circumstances, You must have been insured by the Group Policy for at least five (5) consecutive years. The Dependent must apply for conversion and pay the first premium within thirty-one (31) days of the date insurance ends. We apply the conditions and limitations for conversion described in the provision entitled **If a Dependent's Life Insurance Ends**, except that the maximum conversion amount is ten thousand dollars (\$10,000).

If Dependents Die Before Converting Insurance

If Dependents die during the thirty-one (31) day period allowed for conversion, We pay the amount of group life insurance Dependents were eligible to convert, whether or not they had applied for a converted policy.

Notice and Extension

The Insured shall be given written notice of the existence of this right at least 15 days prior to the expiration of the Conversion Period. If this written notice is given more than 15 days after this date, the time allowed for exercise of the conversion privilege shall be extended for a period of 15 days following the date of the written notice. In no event, may this extended period go beyond 60 days after the expiration of the Conversion Period. The written notice shall be presented to the Insured or mailed by 5 Star Life to the last known address of the Insured [furnished to 5 Star Life by the Policyholder].

DEPENDENT {OPTIONAL} LIFE INSURANCE BENEFIT

[EVIDENCE OF INSURABILITY]

[If a Dependent Spouse is eligible for life insurance and is {sixty-five (65)} years old or older, We require Evidence of Insurability before the Dependent can become insured.]

[NO EVIDENCE LIMIT]

[The Dependent Spouse [and/or Dependent Child] Life No Evidence Limit is shown on the Schedule of Benefits.]

[EXCLUSIONS]

No amount or increase in amount of life insurance, issued at any time, is payable for death due to suicide during the first two (2) years following the date the Dependent becomes insured for such amount.

No amount of [Optional Life] Insurance is payable for death due to commission, or attempt to commit, a felony.

INCREASES IN AMOUNTS OF LIFE BENEFIT

[Evidence of Insurability will be required for all amounts requested after the initial thirty-one (31) day period of eligibility.]

[Evidence of Insurability will be required for increases greater than {\$5,000} requested after the initial thirty-one (31) day period of eligibility.]

[WAIVER OF PREMIUM]

{If You are accepted for premium waiver for Your [Optional] Life benefit, Your Dependent Life amounts will be placed on premium waiver as well.]

[OPTIONAL] ACCIDENTAL DEATH [AND DISMEMBERMENT] BENEFIT

WHAT WE PAY

[We pay the benefit shown on the Schedule of Benefits for death that is a direct result of an Accidental Injury that occurs while covered by the Group Policy. The death must occur within {ninety (90) days} of the accident's date and independent of all other causes.]

We pay the benefit shown on the table below for Losses that are a direct result of an Accidental Injury that occurs while covered by the Group Policy. The Loss must occur within {ninety (90) days} of the accident's date and independent of all other causes. If {You} sustain more than one loss as the result of any one accident, We pay only the largest benefit to which You are entitled. The most We pay is the Principal Sum.

The Schedule of Benefits shows the full amount that We pay for Loss or death. The Table of Losses lists the portion of the Principal Sum paid based on the Loss shown.

Table of Losses

Principal Sum

Life

Both hands

Both feet

Sight of both eyes

One hand and one foot

Either one hand or one foot and sight of one eye

[Speech and hearing]

[Paraplegia, quadriplegia or hemiplegia]

One Half the Principal Sum

One hand

One foot

Sight of one eye

[Speech or hearing]

{One-quarter} the Principal Sum is paid for the loss of: [thumb and index finger of the same hand]
[Uniplegia]

Definitions

Loss is defined as follows:

- Loss of a hand means total severance at or above the wrist.
- Loss of a foot means total severance at or above the ankle joint.
- Loss of sight means entire and irrevocable loss of the function.
- [Loss of Hearing means permanent total deafness in both ears such that it cannot be corrected to any functional degree by any aid or device.]
- [Loss of Speech means total and irrecoverable loss of audible communication.]
- [Loss of thumb and index finger means total severance of each through or above the joint closest to the wrist, without loss of the entire hand.]
- [Complete and irreversible paralysis of both arms and both legs for Quadraplegia.]
- [Complete and irreversible paralysis of both legs for Paraplegia.]
- [Complete and irreversible paralysis of the arm and leg on the same side of the body for Hemiplegia.]
- [Complete and irreversible paralysis of one limb for Uniplegia.]

Limb means an entire arm or leg.

[THE BENEFICIARY]

A **Beneficiary** is a person named by You to receive the death benefit. You must name Your Beneficiaries in writing on a form approved by Us. You must sign and date the designation. In no event may You name Your Employer as Beneficiary. This Beneficiary designation is kept {by Us or} by Your Employer as part of Your insurance records. It is Your Employer's responsibility to be sure You are given the opportunity to change Your Beneficiary whenever desired.

After We make payment, We have no further liability.

[OPTIONAL] ACCIDENTAL DEATH [AND DISMEMBERMENT] BENEFIT

[THE BENEFICIARY]

Change of Beneficiary

Unless You irrevocably name a Beneficiary, You have the right to change Your Beneficiary at any time. You must do this in writing on a form satisfactory to Us, stating the date the change is to take effect. The form must be delivered to Us or to Your Employer during Your lifetime. No change may take effect if We receive it after We pay the death benefit.

Payment to Beneficiary

More than one named Beneficiary will share equally unless You clearly designate the order of rights. The share of a Beneficiary who dies before You will pass to any surviving beneficiaries in the order You designated.

We may rely on an affidavit or other written evidence deemed satisfactory to Us to determine the identity or the nonexistence of Beneficiaries not identified by name. Any payment made by Us in good faith reliance on such evidence will fully discharge Us to the extent of such payment.

If You have no surviving Beneficiary, We have the right to make the payment to any one of the classes listed below:

1. Your spouse.
2. Your children.
3. Your parents.
4. Your brothers and sisters.

[FACILITY OF PAYMENT]

[If the Beneficiary is a minor or otherwise incapable of giving a valid release, at Our option and until claim is made by the duly appointed guardian of the Beneficiary, We may make payment to:

1. any relative of the Beneficiary by blood or marriage; or
2. any other person or institution that appears to Us to have assumed custody and principal support of the Beneficiary.

Payment under these circumstances may not exceed {\$100} per month. They will be made for the sole benefit of the Beneficiary.]

At Our judgment, a part of Your death benefit may be paid to any person who has incurred expenses in connection:

1. with Your burial; or
2. with the Injury or Sickness that caused Your death.

However, the maximum amount payable to that person is {two thousand dollars (\$2,000)} or the amount established by state law.

[HOW THE DEATH BENEFIT IS PAID]

The life insurance benefit is paid in a single sum.

[BENEFICIARY DESIGNATION]

Your beneficiary designation is the same for Life Insurance and AD&D death benefits. Any percentage indicated in multiple designations will be applied to the total benefit amount to be paid.]

[OPTIONAL] ACCIDENTAL DEATH [AND DISMEMBERMENT] BENEFIT

[NO EVIDENCE LIMIT]

[The Employee Life Insurance Benefit may contain a No Evidence Limit. If so, You must meet these requirements to be insured for the full scheduled amount of life insurance. If these requirements are not met, Your AD&D full benefits are limited to an amount equal to that of Your life insurance benefit. When You become insured for the full scheduled amount of life insurance, You also become insured for the full scheduled amount of the AD&D Benefit.]

WHAT WE DO NOT PAY

We do not pay for any loss that results in any way from the following.

1. Sickness, disease or bodily infirmity; or bacterial infection unless the infection is due directly to an accidental cut or wound, botulism, or ptomaine poisoning.
2. Suicide while sane or insane.
3. Intentionally self-inflicted injury.
4. Medical or surgical treatment.
5. [Travel or flight (including getting in or out, on or off) in any vehicle used for aerial navigation, if the {You} are:
 - a) riding as a passenger in any aircraft not intended or licensed for the transportation of passengers;
 - b) performing, including learning or instructing to perform, as pilot or a crew member of any aircraft;
 - c) riding as a passenger in an aircraft owned, leased or operated by the Policyholder [or by Your Employer].]
6. War or any act or accident of war, whether declared or undeclared.
7. [Your intoxication, as defined by the laws and decisions of the jurisdiction in which the accident, loss or cause of loss occurred.]
8. [Your being under the influence of any narcotic, hallucinogen, barbiturate or amphetamine unless administered on the advice of a Doctor.]
9. Your commission of or attempt to commit a felony.
10. [Any Injury arising out of or in the course of Your employment.]

[ADDITIONAL BENEFITS]

[SEAT BELT AND AIR BAG BENEFIT]

We will pay an additional benefit if:

1. You die as a result of bodily Injury sustained while riding in or operating an Automobile.
2. the police accident report established that You were properly strapped in a Seat Belt at the time;
3. Loss of life benefits are payable for You under the Group Policy.

The Seat Belt benefit equals the lesser of:

1. {10%} of Your Principal Sum; or
2. {\$25,000}.

[We will pay an additional {5%} if You are driving in or riding in an Automobile that is equipped with a factory-installed Supplemental Restraint System. You must be positioned in a seat that is designed to be protected by an air bag and must be properly strapped in the Seat Belt when the air bag inflates. A police report must establish that the air bag inflated properly upon impact.]

No benefit will be paid for any loss sustained:

1. while driving in any Automobile used in a race; in a speed or endurance test; or for acrobatic or stunt driving;
2. if You are not wearing a Seat Belt for any reason;
3. while the You are sharing a Seat Belt; or
4. due to a defect in the Supplemental Restraint System's diagnostic system].

If the police report does not clearly establish that You were or were not wearing a Seat Belt at the time of the accident causing Your death, We will pay a sum equal to {\$1,000.00} in lieu of the benefit described above.

[OPTIONAL] ACCIDENTAL DEATH [AND DISMEMBERMENT] BENEFIT

[ADDITIONAL BENEFITS]

[SEAT BELT AND AIR BAG BENEFIT]

Definitions

Automobile means a four wheeled motor vehicle listed below provided it is duly licensed for passenger use and designated primarily for use on public streets and highways.

1. a private passenger automobile; or
2. a station wagon; or
3. a van, jeep, or truck-type vehicle that has a manufacturer's rated load capacity of 2,000 pounds or less; or
4. a self-propelled motor home.

Seat Belt means a properly installed lap and shoulder restraint approved by the National Highway Traffic Safety Administration. (An Air Bag is not considered a Seat Belt.)

Supplemental Restraint System means an air bag that inflates for added protection to the head and chest areas.]

[REPATRIATION OF REMAINS BENEFIT]

If a {covered person} suffers loss of life while outside a 150 mile radius of home and regular place of employment, We will pay for covered expenses reasonably incurred to return the {covered person's} body home to the United States or Canada, up to a maximum of {\$3,000}.

Covered expenses include, but are not limited to, expenses for:

- (a) embalming; (b) cremation; (c) coffins; and (d) transportation.

CLAIMS

WE MUST BE NOTIFIED OF INTENT TO FILE A CLAIM

Written notice of a claim for death [or Injury] must be given to Us by Your Employer or claimant. The notice must be in writing and must be filed at Our administrative offices in [Lincoln, Nebraska]. Any claim will be based on the written notice. The notice must be received by Us within thirty (30) days of the date of death [or the date the Injury occurred]. If We do not receive notice within thirty (30) days, the claim may be reduced or invalidated. The claim will not be reduced or invalidated if:

1. it can be shown that it was not possible reasonably to submit notice within the thirty (30) day period; and
2. it is shown that notice was given as soon as possible.

WE FURNISH PROOF OF LOSS FORMS

After We receive written notice of claim, We will send Our proof of loss forms to the claimant unless Your Employer has provided them already. Forms should be furnished within fifteen (15) days after We receive written notice. If We fail to furnish forms within fifteen (15) days, the claimant can meet the time period shown below by submitting written proof that explains the reason for the claim. Written proof should establish facts about the claim such as occurrence, nature and extent of the loss involved. A supply of forms is included in Your Employer's administration kit and should be made available to You.

WHEN TO FILE PROOF OF LOSS

Written proof must be filed within ninety (90) days of the loss.

If the proof of loss is not submitted and received by Us within the ninety (90) day period, the claim may be reduced or invalidated. The claim will not be reduced or invalidated if:

1. it can be shown that it was not possible within reason to submit proof within the time period; and
2. it is shown that the proof was filed as soon as possible.

However, proof of loss may not be submitted more than one year after the ninety (90) day period unless the claimant is legally incapacitated.

[Proof of Total Disability

See the appropriate life benefit for timing of Total Disability claim filing.]

WE MAY EXTEND TIME LIMITS

If the time limit that We allow for giving notice of claim or submitting proof of loss is less than the law permits in the state where the claimant lives, We extend Our time limit to agree with the minimum period specified by law. That law must exist at the time the Group Policy is issued.

WHEN WE PAY BENEFITS

Any benefits We pay for a loss are paid within sixty (60) days after We receive completed proof of loss.

TO WHOM WE PAY BENEFITS

Any benefit shown in the Schedule of Benefits for loss of life is paid as described in the insurance Benefit section.

[Other benefits payable under the Group Policy are paid to You.]

OUR RIGHT TO REQUIRE MEDICAL EXAMS AND AUTOPSIES

At Our expense, We have the right to:

1. require a medical exam of any claimant not more than once every three (3) months while a claim is pending; and
2. request an autopsy in the case of death where it is not forbidden by law.

CLAIMS

LEGAL ACTIONS AND LIMITATIONS

No action at law or in equity may be brought to recover under the Group Policy unless proof of loss has been filed according to the terms of the Group Policy. In addition, the claimant must wait sixty (60) days after filing proof of loss before taking action. If any action is to be taken, it must be taken within three (3) years from the end of the sixty (60) day time period.

If any time limit in the Group Policy is less than the law specifies in the state where the claimant lives at the time the Group Policy is issued, We extend the time limit to agree with the minimum period specified by such law.

MISCELLANEOUS PROVISIONS

STATEMENTS

In the absence of fraud, all application statements made are considered representations not warranties. This means that the statements are made in good faith. No statements made by:

1. Your Employer in applying for this insurance will make the Group Policy void unless the statements are contained in the signed application; and
2. any Employee in applying for insurance under the Group Policy will be used to reduce benefits or to defend a claim unless:
 - a) the statement is contained in a written, signed application; and
 - b) a copy of the application is given to You or Your beneficiary.

INCONTESTABILITY

Any statement made by You on an application for insurance will not be contested after You have been insured for two (2) consecutive years from the date of issue. No statement may be contested unless it is in writing. The application must be signed by You. You or Your Beneficiary must receive a copy.

Any written statement made by the policyholder on an application will not be contested after insurance has been in force for two (2) years. We will contest non-payment of premiums at any time.

MISSTATEMENT OF AGE

If Your age is not accurately stated:

1. an equitable adjustment of premium will be made; and
2. the true age will be used to determine {if and} in what amount insurance is valid under the Group Policy.

If a correction results in individual premium adjustment, refunds or charges will be made for only the current Policy Year and the prior Policy Year, if any.

You may call 1-866-863-9753 to present inquiries or to obtain information about coverage or if You need assistance in resolving any complaints. Or, You can write to 5 Star Life Insurance Company at its administrative office at 421 S. 9th Street, Suite 222, Lincoln, NE 68508.

Should You wish to contact the Arkansas Insurance Department for assistance, You may do so by calling 1-800-282-9134. Or, You may send written correspondence to the Arkansas Insurance Department at 1200 West Third Street, Little Rock, AR 72201-1904.



Administrative Office: {421 S. 9th Street, Suite 222, Lincoln, NE 68508 • 866-863-9753 • www.5starima.com}

COMMON CARRIER BENEFIT RIDER

This Rider is attached to and forms a part of the Group Policy or Certificate to which it is attached. This Rider amends the section entitled "Voluntary Accidental Death and Dismemberment Benefit" to include the benefit described below. This Rider is subject to all terms, conditions, limitations and exceptions of the Group Policy, except where changed by this rider.

Effective Date of this Rider: {November 1, 2008}

COMMON CARRIER BENEFIT

The amount of the Principal Sum will be {200% up to a maximum of \$150,000} of the Principal Sum if death results from an Accidental Injury sustained while the {covered person} is a fare-paying passenger riding in a Common Carrier as defined below:

Common Carrier means a conveyance operated by a concern, other than the Policyholder, organized and licensed for the transportation of passengers for hire and operated by that concern. **Common Carrier** will not mean any such conveyance which is hired or used for a sport, gamesmanship, contest, sightseeing, observatory and/or recreational activity, regardless of whether such conveyance is licensed.

5 STAR LIFE INSURANCE COMPANY

[*Maureen B. Ellner*]

Secretary

[*Graig S. Piers*]

President



Administrative Office: {421 S. 9th Street, Suite 222, Lincoln, NE 68508 • 866-863-9753 • www.5starima.com}

RATE GUARANTEE RIDER

This Rider is attached to and forms a part of Group Policy {G-000000}.
Effective Date of this Rider: {November 1, 2008}

DURATION

Subject to the conditions set forth in the **Rate Guarantee and Termination Provisions**, this Rider is in effect from {November 1, 2008, through October 31, 2010}. The Rate Guarantee Rider is subject to all terms, conditions, limitations and exceptions of the Group Policy, except where changed by this rider.

RATE GUARANTEE

The **PREMIUMS** section of the Group Policy to which this Rider is attached is amended as follows:

[For each class,]premium rates in effect on the effective date of this Rider will not be changed until the earliest of the following dates:

1. the date this Rider expires; or
2. the date the Group Policy is amended to change eligibility provisions or benefits or to add or drop insurance on any affiliated or subsidiary Employer; or
3. the date the total number of insured Employees or insured volume changes by twenty-five percent (25%) or more from the number of individuals insured on the effective date of this Rider; or
4. the date a change in law or government regulation affects Our obligations under the Group Policy; or
5. the date the Policyholder fails to provide Us the current census; or
6. the date We discover there was a material misrepresentation in the information replied upon in establishing the rate.

If any of the events described in 1 through 6 above occur, this Rider ceases to operate. Any subsequent changes in premium rates under the Group Policy are made in accordance with the section of the Group Policy entitled **PREMIUMS**.

5 STAR LIFE INSURANCE COMPANY

[*Maureen B. Ellner*] [*Graig S. Piers*]
Secretary *President*



Administrative Office: {421 S. 9th Street, Suite 222, Lincoln, NE 68508 • 866-863-9753 • www.5starima.com}

CRITICAL ILLNESS BENEFIT RIDER

This Rider is attached to and forms a part of the Group Policy or Certificate to which it is attached. This Rider amends the Group Policy or Certificate, as applicable, to include the benefit described below. This Rider is subject to all terms, conditions, limitations and exceptions of the Group Policy, except where changed by this rider.

Effective Date of this Rider: {November 1, 2008}

CRITICAL ILLNESS BENEFITS

Employee Benefit Amount: {\$10,000.00}

Covered Benefits	Percent of Benefit Amount
Heart Attack	100%
Stroke	100%
Invasive Cancer (Diagnosis more than 30 days after effective date of coverage)	100%
Invasive Cancer (Diagnosis during the first 30 days of in force coverage)	10%

Reduction Formula:

{If an Employee is under age 65 on the date the Critical Illness benefit becomes effective, the amounts of Critical Illness benefits shall be reduced to:

- 65% of the amount which applies to the Employee as shown in the Schedule of Benefits, on the Employee's 65th birthday; and
- 50% of the amount which applies to the Employee as shown in the Schedule of Benefits, on the Employee's 70th birthday.}

{If an Employee is age 65 or older on the date this Rider becomes effective, the amount of the Critical Illness Benefit shall not exceed {\$5,000}.

CRITICAL ILLNESS AND COVERED CONDITIONS DEFINED

A Critical Illness is the First Occurrence, while this Rider is in force, of one of the following Covered Conditions, as defined below:

- a) Invasive Cancer
 - b) Heart Attack
 - c) Stroke
- a) **Invasive Cancer.** A malignant neoplasm, which is characterized by the uncontrolled growth and spread of malignant cells and the invasion of tissue, and which is not specifically hereafter excluded. Leukemias and lymphomas are included. The following are not considered Invasive Cancer:
- pre-malignant lesions (such as intraepithelial neoplasia); or
 - benign tumors or polyps; or

- early prostate cancer diagnosed as T1N0M0 or equivalent staging; or
 - Cancer in Situ; or
 - any skin cancer (other than invasive malignant melanoma in the dermis or deeper or skin malignancies that have become metastatic).
- b) **Heart Attack.** An acute Myocardial Infarction resulting in the death of a portion of the heart muscle (myocardium) due to a blockage of one or more coronary arteries and resulting in the loss of the normal function of the heart. The Diagnosis must be made by a Physician board-certified as a Cardiologist and based on both:
- new clinical presentation and electrocardiographic changes consistent with an evolving heart attack; and
 - serial measurement of cardiac biomarkers showing a pattern and to a level consistent with a Diagnosis of Heart Attack.

Established (old) Myocardial Infarction is excluded.

- c) **Stroke.** Any acute cerebrovascular accident producing neurological impairment and resulting in paralysis or other measurable objective neurological deficit persisting for at least 96 hours and expected to be permanent. Cerebral symptoms due to migraine, cerebral injury due to trauma or hypoxia, vascular disease affecting the eye or optic nerve, ischemic disorders of the vestibular system, and transient ischemic attack (mini-stroke) are excluded. The Diagnosis must be made by a Physician board-certified as a Neurologist.

CRITICAL ILLNESS BENEFITS

We will, subject to the terms and conditions of this Rider, upon the Written Diagnosis by a Physician, pay the Benefit Amount of this Rider in the upon the written Diagnosis by a Physician that the Insured has a Covered Condition under this Rider of insurance, if such Covered Condition first occurred while this certificate was in force. This written diagnosis must include documentation supported by clinical, radiological, histological, or laboratory evidence of the condition. We may require at our expense an additional examination by a Physician of our choice.

The Covered Conditions listed in this Rider are the only conditions or diseases for which an Insured may receive benefits under the Rider. If a Covered Condition first occurs while the Employee is insured under the Rider, and We receive the required Proof of the Covered condition, the Current Benefit Amount will be paid, depending on the type of Covered Condition.

The Benefit Payment(s) will be paid in a lump-sum to the Insured. Benefits will not exceed the Benefit Amount. The Rider will terminate upon payment of the Benefit Amount.

DEFINITIONS

Clinical Diagnosis – A Diagnosis of Invasive Cancer or Cancer In Situ based on the study of symptoms and diagnostic test results. We will accept a Clinical Diagnosis of Cancer only if the following conditions are met:

- a) a Pathological Diagnosis cannot be made because it is medically inappropriate or life threatening;
- b) there is medical evidence to support the Diagnosis; and
- c) a Physician is treating the Insured for Invasive Cancer and/or Cancer In Situ.

Date of Diagnosis - The date the Diagnosis is established by a Legally Qualified Physician, who is a board certified specialist where required under this Rider, through the use of clinical and/or laboratory findings as supported by the Insured's medical records. For a Procedure, it is the date the Insured undergoes the Procedure.

Diagnosis – The definitive establishment of the Covered Condition through the use of clinical and/or laboratory findings. The Diagnosis must be made by a Physician who is a board certified specialist where required under this Rider.

First Occur(s)/First-Ever Diagnosis or Procedure – This Occurrence, Diagnosis or Procedure is the first time ever in the Insured's lifetime that he or she has experienced such Covered Condition, been diagnosed with that specific condition included as a Covered Condition, or undergone that specific Procedure included as a Covered Condition.

Pathological Diagnosis – A Diagnosis of Invasive Cancer or Cancer In Situ based on a microscopic study of fixed tissue or preparations from the hemic (blood) system. This type of Diagnosis must be done by a Physician who is a board certified pathologist and whose Diagnosis of malignancy conforms to the standards set by the American College of Pathology.

Physician – A person other than the Insured or the Owner; a Family Member of the Insured or the Owner; a member of the same household; or a business partner or associate of the Insured, Owner or Family Member; who is duly licensed and practicing medicine in the United States, and who is legally qualified to diagnose and treat sickness and injuries. The Physician must be providing services within the scope of his or her license issued by the jurisdiction in which such person's services are rendered. Such jurisdiction must be within the United States of America. The Physician must be a board certified specialist where required under this Rider.

5 STAR LIFE INSURANCE COMPANY

[*Maureen B. Ellner*] [*Graig S. Piers*]
Secretary *President*



Administrative Office: {421 S. 9th Street, Suite 222, Lincoln, NE 68508 • 866-863-9753 • www.5starima.com}

DOMESTIC PARTNER DEFINITION RIDER

This Rider is attached to and forms a part of the Group Policy or Certificate to which it is attached. This Rider amends the Group Policy or Certificate, as applicable, to include the definition described below. This Rider is subject to all terms, conditions, limitations and exceptions of the Group Policy, except where changed by this rider.

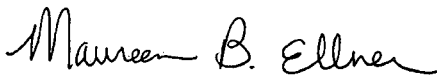
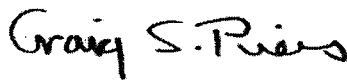
Effective Date of this Rider: {November 1, 2008}

For purposes of interpreting the Group Policy or Certificate under applicable state law, the term "spouse" shall include a "domestic partner" as defined below:

[Domestic Partner means someone who:

- (1) shares the Employee's regular and permanent residence and has for at least six (6) months; and
- (2) has a close personal relationship with the Employee in lieu of a lawful marriage; and
- (3) has agreed to be jointly responsible with the Employee during the domestic partnership for the cost of food, shelter and any other expenses of the common household; and
- (4) is not married to anyone; and
- (5) is eighteen (18) years of age or older; and
- (6) is not related to the Employee by blood closer than would bar marriage; and
- (7) was mentally competent to consent to a contract when the domestic partnership began; and
- (8) is the Employee's sole Domestic Partner and is responsible with the Employee for their common welfare.]

5 STAR LIFE INSURANCE COMPANY

[] []
Secretary *President*



A Baton Rouge, Louisiana Company

Administrative Office: [421 S. 9th Street, Suite 222, Lincoln, NE 68508 • 866-863-9753 • www.5starima.com]

APPLICATION FOR GROUP INSURANCE

made to

5 STAR LIFE INSURANCE COMPANY

Application is made to 5 Star Life Insurance Company (5 Star Life) for Group Insurance.

1. Name of Group Applicant _____
(use exact legal name of organization)
2. Address _____
(number and street) (city) (state) (zip code)
3. Nature of Business _____
4. Types of insurance desired:

Employee Benefits

- ☐ Basic Life ☐ with AD&D ☐ with CI Rider
☐ Optional Life
☐ Voluntary Life ☐ with Voluntary AD&D
☐ Voluntary Critical Illness
☐ Other _____

Dependent Benefits

- ☐ Optional Life
☐ Voluntary Life ☐ with Voluntary AD&D
☐ Voluntary Critical Illness
☐ Other _____

5. Requested Effective Date _____
6. The writing agent on the insurance applied for is:

(The agent must be duly licensed as required by law.)

7. Signature of Group Applicant _____

Name (Please Print) _____

Date _____
(on or before Effective Date)

Title _____

Licensed Agent
or Witness _____
(signature)

Signed At _____
(City, State)

(Please print Name)

Beneficiary Information

I designate my beneficiary(ies) to receive benefits as indicated below. The employee is the beneficiary for all dependent coverages. If more than one beneficiary is named, the beneficiaries shall share equally unless otherwise stated below.



NTG 2 1208

Primary	Name	Address	Relationship	SSN	DOB	%
Secondary	Name	Address	Relationship	SSN	DOB	%

Statement of Health (To be completed only for amounts of coverage requiring evidence of insurability)

Answer each question **TO THE BEST OF YOUR KNOWLEDGE AND BELIEF**. Circle the specific condition and give full details to any "yes" answers in the chart below.

- | | Yes | No |
|--|-----------------------|-----------------------|
| I. In the past 10 years, has any Applicant: | | |
| A. Had a life or health insurance application declined, postponed, modified or rated?..... | <input type="radio"/> | <input type="radio"/> |
| B. Been diagnosed, advised, or treated by a physician or health advisor for the listed conditions: Heart attack, coronary artery disease, or any heart disorder, stroke, high blood pressure, blood or circulatory disorder, diabetes, cancer, tumor, chronic obstructive pulmonary disease (COPD) or any lung or respiratory disorder, liver disorder, alcohol or drug abuse, kidney disorder, disorder of the pancreas, paralysis, epilepsy, or mental, nervous or emotional disorder? | <input type="radio"/> | <input type="radio"/> |
| II. In the past 5 years, has any Applicant been admitted or confined to any hospital or medical treatment facility or consulted a physician or health advisor for any disease not listed above, or been advised to have any surgical operation or diagnostic tests (excluding genetic tests and screenings)? | <input type="radio"/> | <input type="radio"/> |
| III. Has any Applicant ever been diagnosed or treated by a physician or tested positive for Human Immunodeficiency Virus (HIV), Acquired Immunodeficiency Syndrome (AIDS), or AIDS-Related Complex (ARC)?..... | <input type="radio"/> | <input type="radio"/> |
| IV. For each Applicant list any prescribed medication taken regularly or frequently: | | |

For any "Yes" answers above, please complete the following. Attach additional details on an 8.5 x 11 piece of paper and submit with this enrollment form.

Ques No.	Name	Condition, injury, findings of examination or prescription	Date (Mo/Yr)	Date of Recovery	Name & Address of Hospital or Attending Physician

Conditions Relating to This Enrollment Form

Group Eligibility: I am eligible to apply for this group insurance as a full-time employee under the Group Policy issued to the Employer by 5Star Life Insurance Company. **Agreement:** I, as employee, have the appropriate knowledge to answer the statement of health questions for my dependents. I represent that all statements and answers in this enrollment form are complete, true and correctly recorded **TO THE BEST OF MY KNOWLEDGE AND BELIEF**. I agree that: 1) upon approval of this enrollment form by 5Star Life Insurance Company, it and the Certificate of Insurance issued to me will describe the benefits and terms of coverage provided under the Master Group Policy; 2) **coverage applied for will not become effective until approved by 5Star Life Insurance Company and is subject to the health relating to each person to be covered being as described in this enrollment form, and upon receipt of the full first premium, in which case the coverage shall take effect as of the effective date as shown in the Certificate of Insurance;** 3) if within 60 days of receipt of all required documentation this enrollment form is not approved, it will become void and any premiums paid will be refunded and I will be so notified. **Note:** Within the time limits prescribed by the law of the state where you live, no benefits will be paid and premiums will be refunded if the covered person commits suicide while sane or insane. Refer to your Certificate of Insurance for details. **Authorization:** I hereby authorize payroll deduction from my earnings of the required amount, if any, toward the cost of such insurance for myself and my family members. Authorization may be revoked by me at any time by written notice to my employer. I understand that if my employment is terminated, upon re-employment, insurance will not become effective until I apply again for insurance in accordance with the terms of the Group Policy. I hereby authorize any licensed physician; medical practitioner; hospital; clinic; insurance company; employer; financial institution; Medical Information Bureau; or Motor Vehicle Administration that may have records of my financial, physical or mental health condition to give 5Star Life Insurance Company, its authorized representative, and its reinsurers any such information. I understand that this information will be used to determine my eligibility for coverage and that I may revoke this authorization and enrollment form at any time by providing written notice. A photocopy of this authorization shall be as valid as the original. This authorization shall be valid for 24 months from the date below. I acknowledge that I am entitled to receive a copy of this authorization upon request. This request may be made by me or my authorized representative. **Signature must be personal.**

Sign Here
 Employee's Signature _____ Date _____
 Signed at (City, State) _____

NOTE: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information may be guilty of a crime and may be subject to fines and confinement to prison.

<i>SERFF Tracking Number:</i>	<i>FIVE-126040674</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>5 Star Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>41603</i>
<i>Company Tracking Number:</i>	<i>GERBASIC 1208</i>		
<i>TOI:</i>	<i>L08 Life - Other</i>	<i>Sub-TOI:</i>	<i>L08.000 Life - Other</i>
<i>Product Name:</i>	<i>New True Group Employer</i>		
<i>Project Name/Number:</i>	<i>Group Basic Life & AD&D/BASIC R1208-AR</i>		

Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item: Flesch Certification		
Comments:		
Compliance with the Consumer Information Notice requirements is accomplished by the addition of the required notice wording as text on the last page of both policy form GERBASICPOLICY R1208-AR (page 38) and certificate form GERBASICCERT R1208-AR (page 34).		
The attached Readability Certification complies with the requirements of ACA 23-80-206.		
The attached Guaranty Association Notice complies with the requirements of Rule & Regulation 49.		
The attached Certification of Compliance with Arkansas Rule and Regulation 19 complies with the requirements of Rule & Regulation 19.		
Attachments:		
Readability Certification - GERBASICPOLICY R1208-AR et al.pdf		
Comp Cert Reg 19 (Unfair Sex Discrim) GERBASICPOLICY R1208-AR et al.pdf		
Guaranty Association Notice - GAA-AR (REV.1-04).pdf		

	Item Status:	Status Date:
Bypassed - Item: Application		
Bypass Reason:	The master policy application, form GERPOLICYAPP R1208, and the employee enrollment form, GERENROLL R1208, are included in the Form Schedule for approval in this submission so I have not included them as Supporting Documents. Please advise if this is not the correct procedure. Thank you.	
Comments:		

	Item Status:	Status Date:
Satisfied - Item: Statement of Variability		
Comments:		
Attachment:		
GERBASIC SOV R1208-AR.pdf		

<i>SERFF Tracking Number:</i>	<i>FIVE-126040674</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>5 Star Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>41603</i>
<i>Company Tracking Number:</i>	<i>GERBASIC 1208</i>		
<i>TOI:</i>	<i>L08 Life - Other</i>	<i>Sub-TOI:</i>	<i>L08.000 Life - Other</i>
<i>Product Name:</i>	<i>New True Group Employer</i>		
<i>Project Name/Number:</i>	<i>Group Basic Life & AD&D/BASIC R1208-AR</i>		

Item Status:

**Status
Date:**

Satisfied - Item: Cover Letter

Comments:

Attachment:

Cover Letter - GERBASICPOLICY R1208-AR.pdf



STATE OF ARKANSAS

READABILITY CERTIFICATION

Re: ***GERBASICPOLICY R1208-AR et al***

The undersigned, authorized as Officer to be responsible for policy and related material filings by the officers of 5 Star Life Insurance Company, hereby certifies that the above forms meet Arkansas' statutory requirement of a minimum Flesch score of 40.

A handwritten signature in blue ink, appearing to read 'Glenn R. Jones', written over a horizontal line.

Glenn R. Jones, JD, CLU, ChFC, FLMI, RHU
Vice President of Compliance

Dated: February 19, 2009



STATE OF ARKANSAS

**CERTIFICATION OF COMPLIANCE WITH ARKANSAS RULE AND
REGULATION 19**

Unfair Sex Discrimination in the Sale of Insurance

Re: ***GERBASICPOLICY R1208-AR et al***

I hereby certify that the above-referenced filing meets all applicable requirements including the requirements of Rule and Regulation 19.

A handwritten signature in blue ink, appearing to read 'Glenn R. Jones', written over a horizontal line.

Glenn R. Jones, JD, CLU, ChFC, FLMI, RHU
Vice President of Compliance

Dated: February 19, 2009

LIMITATIONS AND EXCLUSIONS UNDER THE ARKANSAS LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION ACT

Residents of this state who purchase life insurance, annuities or health and accident insurance should know that the insurance companies licensed in this state to write these types of insurance are members of the Arkansas Life and Health Insurance Guaranty Association ("Guaranty Association"). The purpose of the Guaranty Association is to assure that policy and contract owners will be protected, within certain limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the Guaranty Association will assess its other member insurance companies for the money to pay the claims of policy owners who live in this state and, in some cases, to keep coverage in force. The valuable extra protection provided by the member insurers through the Guaranty Association is not unlimited, however. And, as noted in the box below, this protection is not a substitute for consumers' care in selecting insurance companies that are well managed and financially stable.

DISCLAIMER

The Arkansas Life and Disability Insurance Guaranty Association ("Guaranty Association") may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions, and require continued residency in this state. You should not rely on coverage by the Guaranty Association in purchasing an insurance policy or contract.

Coverage is NOT provided for your policy or contract or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as non-guaranteed amounts held in a separate account under a variable life or variable annuity contract.

Insurance companies or their agents are required by law to provide you with this notice. However, insurance companies and their agents are prohibited by law from using the existence of the Guaranty Association to induce you to purchase any kind of insurance policy.

The Arkansas Life and Health Insurance Guaranty Association
c/o The Liquidation Division
1023 West Capitol
Little Rock, Arkansas 72201

Arkansas Insurance Department
1200 West Third Street
Little Rock, Arkansas 72201-1904

The state law that provides for this safety-net is called the Arkansas Life and Health Insurance Guaranty Association Act ("Act"). Below is a brief summary of the Act's coverages, exclusions and limits. This summary does not cover all provisions of the Act; nor does it in any way change anyone's rights or obligations under the Act or the rights or obligations of the Guaranty Association.

COVERAGE

Generally, individuals will be protected by the Guaranty Association if they live in this state and hold a life, annuity or health insurance contract or policy, or if they are insured under a group insurance contract issued by a member insurer. The beneficiaries, payees or assignees of policy or contract owners are protected as well, even if they live in another state.

EXCLUSIONS FROM COVERAGE

However, persons owning such policies are NOT protected by the Guaranty Association if:

- They are eligible for protection under the laws of another state (this may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds who live outside that state);
- The insurer was not authorized to do business in this state;

LIMITATIONS AND EXCLUSIONS UNDER THE ARKANSAS LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION ACT – (CONTINUED)

- Their policy or contract was issued by a nonprofit hospital or medical service organization, an HMO, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company or similar plan in which the policy or contract owner is subject to future assessments, or by an insurance exchange.

The Guaranty Association also does NOT provide coverage for:

- Any policy or contract or portion thereof which is not guaranteed by the insurer or for which the owner has assumed the risk, such as non-guaranteed amounts held in a separate account under a variable life or variable annuity contract;
- Any policy of reinsurance (unless an assumption certificate was issued);
- Interest rate yields that exceed an average rate;
- Dividends and voting rights and experience rating credits;
- Credits given in connection with the administration of a policy by a group contract holder;
- Employers' plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them);
- Unallocated annuity contracts (which give rights to group contractholders, not individuals);
- Unallocated annuity contracts issued to/in connection with benefit plans protected under Federal Pension Benefit Corporation ("FPBC") (whether the FPBC is yet liable or not);
- Portions of an unallocated annuity contract not owned by a benefit plan or a government lottery (unless the owner is a resident) or issued to a collective investment trust or similar pooled fund offered by a bank or other financial institution;
- Portions of a policy or contract to the extent assessments required by law for the Guaranty Association are preempted by State or Federal law;
- Obligations that do not arise under the policy or contract, including claims based on marketing materials or side letters, riders or other documents which do not meet filing requirements, or claims for policy misrepresentations, or extra-contractual or penalty claims;
- Contractual agreements establishing the member insurer's obligations to provide book value accounting guarantees for defined contribution benefit plan participants (by reference to a portfolio of assets owned by a nonaffiliate benefit plan or its trustees).

LIMITS ON AMOUNT OF COVERAGE

The Act also limits the amount the Guaranty Association is obligated to cover. The Guaranty Association cannot pay more than what the insurance company would owe under a policy or contract. Also, for any one insured life, the Guaranty Association will pay a maximum of \$300,000 -- no matter how many policies and contracts there were with the same company, even if they provided different types of coverages. Within this overall \$300,000 limit, the Association will not pay more than \$300,000 in health insurance benefits, \$300,000 in present value of annuity benefits, or \$300,000 in life insurance death benefits or net cash surrender values -- again, no matter how many policies and contracts there were with the same company, and no matter how many different types of coverages. There is a \$1,000,000 limit with respect to any contract holder for unallocated annuity benefits, irrespective of the number of contracts held by the contract holder. These are limitations for which the Guaranty Association is obligated before taking into account either its subrogation and assignment rights or the extent to which those benefits could be provided out of the assets of the impaired or insolvent insurer.

STATEMENT OF VARIABILITY for GERBASICPOLICY R1208-AR et al

1. **Need for variability:** to provide for the customized plan design sold to a group employer within the variable parameters established in the initial submission to the state. Aside from employer-elected and/or employee-elected options that may be included or excluded in their entirety, information specific to the policyholder such as policy number, policy effective date, name of policyholder, policy anniversaries and execution date and the specific plan coverage schedules is needed to be considered variable.
2. **Time at which these areas may become fixed:** at point of execution of the policy.
3. **Frequency of change** is anticipated to be rare and limited to an employer's possible change in name, the limits of the amounts in the coverage schedules or the addition or deletion of an employer/employee option.
4. Ranges of any bracketed provisions or values are shown in the Schedule of Benefits. The Schedule of Benefits for the policy and the certificate include items that may or may not be needed to reflect the benefit combinations. We ask permission to use the items as appropriate.
5. Straight brackets ([]) indicate provisions that will appear or not as appropriate according to plan design and benefits elected. Curly brackets/braces ({ }) are intended to indicate that the word(s) or number between will vary according to Policyholder selection and sense in context. Throughout these forms we have used the most restrictive number we would write without special filing.
6. The policy contains "basic" coverages. While the "basic" forms allow for the election of "optional" coverages we ask permission to use the terms "supplemental" or "voluntary" interchangeably if necessary due to policyholder request.
7. For ease of reference, I have included a special version of the GERBASICPOLICY R1208-AR policy only that has been annotated with Comments to explain certain details of the variability we are requesting for this form.

Beyond the parameters described above, no changes in variable areas will be made without prior approval.



909 North Washington Street, Alexandria, VA 22314 • 800-776-2322 • www.afba.com

February 18, 2009

Arkansas Insurance Department
1200 West 3rd Street
Little Rock, Arkansas 72201-1904

Attn: Mr. Dan Honey
Deputy Commissioner Life and Health

Re: **5 STAR LIFE INSURANCE COMPANY**
NAIC #: 77879, FEIN #54-1829709, NAIC Code: 0000

Group Term Life and Accidental Death and Dismemberment Insurance Forms

GERBASICPOLICY R1208-AR	Group Term Life and Accidental Death and Dismemberment Insurance Policy
GERCERTCV R1208	Certificate Validation
GERBASICCERT R1208-AR	Group Term Life and Accidental Death and Dismemberment Insurance Employee Certificate
GER RIDER 1 R1208	Common Carrier Benefit
GER RIDER 10 R1208	Rate Guarantee Rider
GER RIDER 11 R1208	Critical Illness Benefit Rider
GER RIDER 12 R1208	Domestic Partner Definition Rider
GERPOLICYAPP R1208	Application for Group Insurance
GERENROLL R1208	Group Life Insurance Enrollment Form

Dear Mr. Honey:

Enclosed for your Department's review and approval are new group policy, certificate, application and enrollment forms for group life and accidental death and dismemberment insurance benefits for employees (and their dependents) of group employers. These forms are not intended to replace any other form previously approved by your Department.

Please note that for the policy (form GERBASICPOLICY R1208-AR) I am only submitting an annotated copy in order to explain certain variable items as described in the Statement of Variability form GERBASIC SOV R1208. I will be happy to send a final version upon request.

Form GERCERTCV R1208 is the Certificate Validation form and is intended for use with the Certificate form (GERBASICCERT R1208-AR) to show the personalized information for each employee.

Supporting documents are enclosed as follows:

- Statement of variability form GERBASIC SOV R1208-AR
- Actuarial Memorandum.
- In accordance with Regulation 49, the Arkansas Life and Health Guaranty Association Notice is given to each insured.

Please note that Rider forms: GER RIDER 1 R1208, GER RIDER 10 R1208, GER RIDER 11 R1208, and GER RIDER 12 R1208 are also included for review/approval in my companion filing for GERVOLPOLICY R1208-AR et al being submitted at the same time as this one. These rider forms are intended for use with GERVOLPOLICY R1208-AR et al as well as the policy and certificate forms being submitted in this filing.

Arkansas Insurance Department

Mr. Dan Honey

Page 2

February 18, 2009

Rider Descriptions:

- GER RIDER 1 R1208 is an AD&D benefit that is in rider form to allow flexibility in the election and issuance of this optional benefit.
- GER RIDER 10 R1208 is a Rate Guarantee Rider and will only be issued with a master group policy if applicable.
- GER RIDER 11 R1208 provides a non-contributory critical illness benefit to employees if elected by the policyholder.
- GER RIDER 12 R1208 defines a Domestic Partner and expands the definition of "spouse" to include a domestic partner if elected by the policyholder and/or required by the state.

For your ease of reference, here are the differences in coverages between the two filings.

Basic (GERBASICPOLICY R1208-AR et al)

Employees = Basic and Optional Life, AD&D, Waiver of Premium (WP), Accelerated Death Benefit (ADB)

Dependents = Optional Life, WP

Riders 1, 10, 11, 12

Voluntary (GERVOLPOLICY R1208-AR et al)

Employees = Voluntary Life, WP, Portability, ADB

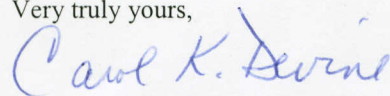
Dependents = Voluntary Life, WP, Portability, ADB

Employees and Dependents = Voluntary AD&D and Riders 1 and 2-9

Riders 10-12

I trust the attached filing is found to be in order and look forward to your favorable approval. Please do not hesitate to contact me if you have any further questions. Thank you for your consideration in this matter.

Very truly yours,



Carol K. Devine, FLMI, AIRC, CCP
Contract Manager
5 Star Life Insurance Company
909 North Washington Street
Alexandria, VA 22314
Tel: 703-299-5788
800-776-2322 ext.2202
Email: cdevine@afba.com

Enclosures